CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the July 21, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of July 21, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 662 71597; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, July 18, 2024, and ending at 6:00 p.m. on Monday, July 21, 2025, via the online testimony sign-up form link which can be accessed by clicking https://forms.gle/Vd7n381x3seaL1NW6 or in person outside council chambers beginning at 8:00 a.m. on July 21, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, JULY 21, 2025

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 JONATHAN BINGLE
COUNCIL MEMBER PAUL DILLON
VACANT POSITION – DISTRICT 2
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**
Password: **K8vCr44y**

Please note the space in username.
Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: City Council Rules.**
- **No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.**
- **Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)**
- **To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- **A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.**
- **When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.**
- **City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: **Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.**

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

AGENDA REVIEW SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchases from Galls, LLC (Lexington, KY) and The Bunker (Spokane Valley, WA) of ballistic helmets and accessories for the Spokane Police Department—$254,622.33. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Matt Cowles	Approve	OPR 2025-0489
2. Purchase from Night Vision Devices (Whitehall, PA) of night vision goggles and helmet mounts for Spokane Police Department SWAT officers—$54,941.82. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Dave Singley	Approve	OPR 2025-0494
3. Purchase from Terradyne Armored Vehicles, Inc. (Newmarket, ON, Canada) of a Terradyne multi-purpose armored vehicle for the Spokane Police Department—$423,222.07. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Dave Singley	Approve	OPR 2025-0495
4. Purchase from Dana Safety Supply, Inc. (Greensboro, NC) of ballistic glass for two Spokane Police Department SWAT vehicles—$55,286.98. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Dave Singley	Approve	OPR 2025-0504
5. Contract Renewal 2 of 3 with ABM Industry Groups LLC (Spokane) for janitorial services for Spokane	Approve	OPR 2021-0385

	Police Department properties from June 1, 2025, through May 31, 2026—$82,439.04 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) **Dave Singley**		
6.	**Grant Agreement with Washington Traffic Safety Commission funding 75% of one full-time officer salary and benefits dedicated to enforcement of DUI laws—$158,861.06. (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Dave Singley**	**Approve**	**OPR 2025-0514**
7.	**Purchase from Dell Marketing, L.P. (Round Rock, TX) of maintenance and support for the Spokane Police Department's Dell Powerscale file server—$74,512.70. (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Shawna Ernst**	**Approve**	**OPR 2025-0491**
8.	**Contract with Forensic Logic, LLC (Freemont, CA) of on-line CrimeTracer software subscription with licensing, maintenance, and support for the Spokane Police Department—$67,009.22. (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Shawna Ernst**	**Approve**	**OPR 2025-0492**
9.	**Contract with Bluum of Minnesota LLC (St. Paul, MN) for the purchase of audio-visual equipment for the Spokane Police Academy classrooms and the Spokane Police Department's Gardner conference room—$185,783.66. (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Shawna Ernst**	**Approve**	**OPR 2025-0493**
10.	**Purchase Agreement with Hughes Fire Equipment, Inc. (Springfield, OR) for the purchase of two new Pierce Fire Engines for the Spokane Fire Department—$2,525,684.62. (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Tom Williams**	**Approve**	**OPR 2025-0490**
11.	**Final Contract Renewal with Control Solutions Northwest, Inc. (Spokane) for HVAC preventative maintenance for the Fire Department and dispatch center from July 1, 2025, through June 30, 2027—$180,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Tom Williams**	**Approve**	**OPR 2020-0604**
12.	**Master Contract Renewals 1 and 2 of 4 with Absolute Drug Testing, LLC (Coeur d'Alene, ID) for drug and alcohol testing services for Municipal Court from**	**Approve**	**OPR 2024-0608** **RFP 6102-24**

July 1, 2025, through June 30, 2027—$500,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Zappone and Cathcart)
Michael Diamond

13. Amendment No. 4 to the Interlocal Government Agreement to create the Eastern Washington area agency on aging (between Aging & Long Term Care of Eastern WA, Spokane County, Stevens County, Whitman County, Pen Oreille County, Ferry County, City of Spokane Valley, and the City of Spokane). (Council Sponsors: Council President Wilkerson and Council Member Bingle) — Approve — OPR 1987-0022
Dawn Kinder

14. Personal Service Agreement with Emergency Responders Health Center, LLC (Spokane) for medical professional services for Spokane Fire Department potential new hires from June 18, 2025, through June 17, 2030—$500,000 ($100,000 annually) (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) — Approve — OPR 2025-0498 RFP 6394-25
Ryan Reding

15. Interagency Agreement between the Washington State Administrative Office of the Courts and Spokane Municipal Court to support Therapeutic Courts from July 1, 2025, through June 30, 2026—$430,330 Revenue. (Relates to Special Budget Ordinance C36728) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Cathcart) — Approve — OPR 2025-0506
Sarah Thompson

16. Interagency Agreement with the Washington State Department of Commerce through Growth Management Services for 2025-2027 Climate Planning Grant (Phase 2)—$280,000 Revenue. (Relates to Special Budget Ordinance C36725) (Council Sponsors: Council Members Dillon and Klitzke) — Approve — OPR 2025-0500
Maren Murphy

17. Consultant Agreement with Mesa Associates, Inc. (Madison, AL) for Upriver Spillway gantry design services from July 21, 2025, through December 31, 2025—$122,560 (plus tax). (Council Sponsors: Council Members Klitzke and Zappone) — Approve — OPR 2025-0501 IRFQu 6402-25
Raylene Gennett

18. Report of the Mayor of pending: — Approve & Authorize Payments

    a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total $_____, with Parks and Library claims — CPR 2025-0002

approved by their respective boards. Warrants excluding Parks and Library total $_____.

b. Payroll claims of previously approved obligations through _____, 2025: $_____. CPR 2025-0003

19. Minutes: Approve All

a. City Council Meeting Minutes: _____, 2025. CPR 2025-0013

b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36725 Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept the Commerce Climate Planning Phase 2 Grant, and declaring an emergency. (Relates to Consent Agenda Item No. 16 – OPR 2025-0500) (Council Sponsors: Council Members Dillon and Klitzke)
Maren Murphy

ORD C36728 Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept the Administrative Office of the Courts Therapeutic Court Grant, and declaring an emergency. (Relates to Consent Agenda Item No. 15 – OPR 2025-0506) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Cathcart)
Sarah Thompson

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0052 **Setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)**
Chris Wright

Wilkerson/Cathcart/Dillon Proposed Amendment:

- **Request motion to amend Resolution 2025-0052 with an updated revised version filed July 10, 2025, and included in agenda packet under Resolution 2025-0052.**

ORD C36643 **Vacating Grace Avenue west of Northwest Blvd., as requested by Excelsior Wellness. (First Reading held April 14, 2025) (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

ORD C36644 **Amending Ordinance C14947 that vacated a portion of Nettleton Street in the City of Spokane. (First Reading held March 3, 2025) (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

ORD C36645 **Amending Ordinance C22933 that vacated that portion of Grace Avenue except the north 10 feet of the south half thereof, from the extended west line of vacated Nettleton Street to the arc of a circle having a radius of 37 ½ feet, the center point of which is the center point of the existing cul-de-sac, and located on the center line of Grace Avenue. (First Reading held March 3, 2025) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Eldon Brown

ORD C36716 **Expanding the duties of the Spokane Human Rights Commission to include automatic review of proposed changes to Title 18 of the Spokane Municipal Code and related provisions. (Deferred from the June 30, 2025, Agenda, during the June 30, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Council Member Bingle

ORD C36718 **Modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Chris Wright

Council President Wilkerson requests motion to defer the following item to the July 28, 2025, Agenda, due to noticing requirements (ORD C36720):

ORD C36720 **Updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055,**

17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke and Dillon)
Jon Snyder

ORD C36721 Relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Council Member Dillon

ORD C36723 Titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone)
Council Member Dillon

ORD C36722 Relating to Imprest Funds; amending Sections 07.03.020, 07.03.040; Repealing Sections 07.03.050, 07.03.060, 07.03.070, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.110, 07.03.112, 07.03.120, 07.03.121, 07.03.122, 07.03.123, 07.03.150, 07.03.151, 07.03.152, 07.03.153, 07.03.154, 07.03.155, 07.03.162, 07.03.170, 07.03.171, 07.03.190, 07.03.200, and 07.03.230 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Adam McDaniel

FIRST READING ORDINANCES

ORD C36726 Repealing duplicate code sections in Spokane Municipal Code Chapter 12.02; repealing Sections 12.02.1004 and 12.02.1008 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://forms.gle/Vd7n381x3seaL1NW6. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The July 21, 2025, Regular Legislative Session of the City Council is adjourned to July 28, 2025.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025		
Clerk's File #	OPR 2025-0489		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	MATT COWLES 4115	**Requisition #**	RE 20775
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 BALLISTIC HELMETS AND ACCESSORIES		

Agenda Wording

Purchase request approval for ballistic helmets to outfit members of Patrol and TAC Team, as well as communication systems for the TAC Team. Purchases would be made with Gall's and The Bunker using NASPO 164711 / WA DES 03720 State Contracts.

Summary (Background)

The Spokane Police Department is requesting to purchase personal protective equipment for its members to assist them in carrying out the basic duties of their position. One of these duties is assisting in maintaining peace and order during civil disturbances or responding to calls for service involving persons with weapons.

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	$ 254,622.33
Current Year Cost	$ 254,622.33
Subsequent Year(s) Cost	$

Narrative

To provide adequate protection for our employees we would like to purchase protective (ballistic) helmets for each officer.

Amount		Budget Account
Expense	$ 254,622.33	# 5902-79115-21250-53528-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	PURCHASING	NECHANICKY, JASON
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDFinance@spokanecity.org

The Bunker-Spokane
111 N Vista Road
Suite 4D
Spokane Valley 99212
United States

Invoicing Address:
SPOKANE POLICE DEPARTMENT, ACCOUNTS PAYABLE
1100 W MALLON AVENUE
SPOKANE WA 99260
United States

Shipping Address:
SPOKANE POLICE DEPARTMENT, MICHELLE LOUCKS
United States
5098081480

SPOKANE POLICE DEPARTMENT, MICHELLE LOUCKS
United States

Quotation # S04245

Quotation Date:	Expiration:	Salesperson:	Ordered For:	Project Title
04/14/2025	07/18/2025	Aaron Dysart	45 HELMETS - BOA Harness & PAD System - Visor System	45 HELMETS - BOA Harness & PAD System - Visor System

Description	Quantity	Employee	Unit Price	Disc.%	Taxes	Amount
Batlskin Viper Visor System with Microfiber Storage Pouch - CLEAR LENS - SMALL	45.00 UNITS		347.00	30.00	Local Spokane Store (8.9%)	$ 10,930.50
USI - High Cut Spec Ops Delta Gen II Size: Small, Medium, Large, XL This is an Aramid Helmet 2.60 LBS Includes NVG Shroud, Side Rail Attachments	45.00 UNITS		787.50	0.00	Local Spokane Store (8.9%)	$ 35,437.50
Helmet Cover for The Spec Ops Delta and Spec Ops Delta Mid Cut BLACK	45.00 UNITS		87.50	0.00	Local Spokane Store (8.9%)	$ 3,937.50
Discount	1.00 UNITS		-2,000.00	0.00		$ -2,000.00

The Bunker-Spokane
111 N Vista Road
Suite 4D
Spokane Valley 99212
United States

UPS Ground	1.00 UNITS	275.00	100.00	Local Spokane Store (8.9%)	$ 0.00

Washington State Department of Enterprise Services
Body Armor and Ballistic-Resistant Contract #: 03720
https://apps.des.wa.gov/DESContracts/Home/ContractSummary/03720

NASPO
Body Armor and Ballistic Resistant Products Master Agreement No: 164723
https://www.naspovaluepoint.org/portfolio/body-armor-and-ballistic-resistant-products-2020-2025/

Untaxed Amount	$ 48,305.50
Sales Tax on $ 50,305.50	$ 4,477.19
Total	$ 52,782.69

Terms & Conditions: https://www.thebunkertactical.com/terms

Quote

Customer: (1001093869) SPOKANE POLICE DEPT.-CITY O
Date: 06/24/2025
Sales Rep: MICHELLE TAYLOR

Page 1 of 1
Quote Number: 29762747
Quote Expiration: 07/24/2025

Sold To:
SPOKANE POLICE DEPARTMENT
ACCOUNTS PAYABLE
1100 W MALLON AVE
SPOKANE, WA 99260-2043
MICHELLE LOUCKS

Ship To:
SPOKANE POLICE DEPT
1100 W MALLON AVE
SPOKANE, WA 99260
MICHELLE LOUCKS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	TE2967 BLKCLR LG	VIPER MAX VISOR	45		239.10	10,759.50

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL: 10,759.50
SHIPPING:
TAX.....: 979.11
TOTAL...: 11,738.61

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

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Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

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*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

Quote

Customer: (1001093869) SPOKANE POLICE DEPT.-CITY O
Date: 06/24/2025
Sales Rep: MICHELLE TAYLOR

Page 1 of 1
Quote Number: 29762769
Quote Expiration: 07/24/2025

Sold To:
SPOKANE POLICE DEPARTMENT
ACCOUNTS PAYABLE
1100 W MALLON AVE
SPOKANE, WA 99260-2043
MICHELLE LOUCKS

Ship To:
SPOKANE POLICE DEPT
1100 W MALLON AVE
SPOKANE, WA 99260
MICHELLE LOUCKS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP2333 BLK LG	PARACLETE MICH MID CUT W/PADS, BOA HARNESS	300		389.88	116,964.00

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL:	116,964.00
SHIPPING:	
TAX.....:	10,643.72
TOTAL...:	127,607.72

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

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1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

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Quote

Customer: (1001093869) SPOKANE POLICE DEPT.-CITY O
Date: 06/24/2025
Sales Rep: MICHELLE TAYLOR

Quote Number: 29762773
Quote Expiration: 07/24/2025

Sold To:
SPOKANE POLICE DEPARTMENT
ACCOUNTS PAYABLE
1100 W MALLON AVE
SPOKANE, WA 99260-2043
MICHELLE LOUCKS

Ship To:
SPOKANE POLICE DEPT
1100 W MALLON AVE
SPOKANE, WA 99260
MICHELLE LOUCKS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
2	BP3461 MCAM	SPECS OP DELTA OPERATOR ELITE COVER	45		127.68	5,745.60
3	TE1842 BLK LG	OPERATOR ELITE HELMET	45		785.49	35,347.05

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL:	41,092.65
SHIPPING:	
TAX.....:	3,739.43
TOTAL...:	44,832.08

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

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*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address: 1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address: 140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Anacortes General Business - Non-Resident				Active	Dec-31-2025	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2025	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2025	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2025	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2025	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2025	Jan-28-2015
Lacey General Business - Non-Resident	24514			Active	Dec-31-2025	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2025	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2025	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2025	Jan-28-2015

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2025	Jan-28-2015
Spokane General Business				Active	Dec-31-2025	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2025	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/26/2025 8:37:24 AM

Contact us

How are we doing?
Take our survey!

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	THE BUNKER TRI-CITIES LLC
Business name:	THE BUNKER
Entity type:	Limited Liability Company
UBI #:	604-575-409
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	225 WELLSIAN WAY RICHLAND WA 99352-4114
Mailing address:	5704 TAFT DR PASCO WA 99301-8411
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Vendor is working on Spokane City Endorsement, city files will be updated upon receipt of new business license - 06262025

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Richland Service Business				Active	Jan-31-2026	Feb-18-2020
Spokane Valley General Business - Non-Resident				Active	Jan-31-2026	Feb-27-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HARRER, KENDRA	
HARRER, MARQUES	

Registered Trade Names

Registered trade names	Status	First issued
THE BUNKER	Active	Feb-11-2020

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/26/2025 8:41:09 AM

Contact us

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025		
Clerk's File #	OPR 2025-0494		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 - NIGHT VISION GOGGLES AND HELMET MOUNTS		

Agenda Wording

SPD Requests approval to purchase night vision goggles and helmet mounts for SWAT

Summary (Background)

SWAT utilizes night vision goggles during high risk incidents. Currently all sets of goggles are stored in the equipment truck and have to be transported to scenes where often times SWAT officers arrive before the truck gets there with equipment, causing delays and increasing risk to the public. Having enough sets to issue each SWAT member will allow members to respond more quickly during high risk situations.

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	$ 54,941.82
Current Year Cost	$ 54,941.82
Subsequent Year(s) Cost	$

Narrative

The acquisition of night vision devices for SWAT has been an ongoing process for the last several years as we work towards being able to issue a set to each individual SWAT member.

Amount		Budget Account
Expense	$ 54,941.82	# 5902-79115-94210-56401-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	SINGLEY, DAVID	PS EXEC REVIEW	YATES, MAGGIE
Division Director	SINGLEY, DAVID		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDFinance@spokanecity.org

DOMESTIC QUOTE

FORM 400170, REV. D, 09-26-2023

NIGHT VISION DEVICES, INC.
5583 Roosevelt Street
Whitehall, PA 18052

CAGE CODE: 36ZQ7
DUNS: 165251906
TIN/EIN: 202232863

SEE ORCA FOR OFFICIAL CERTIFICATION

Date:	4/17/2025
Quote:	NVD-250417MC
Expiration Date:	6/17/2025

Electronic Funds Transfer (EFT)
Financial Institution: Meridian Bank
ABA Routing #: 031918828
Account #: 4082525

TO: William Dowsing
Spokane Police Dept.
509-512-9060
wdowsing@spokanepolice.org

Shipping Method	Shipping Terms	Inspection/Acceptance	Payment Terms
UPS-Ground	FOB Origin	FOB Destination	Net 30

Qty	Part #	Description	Unit Price	ARO	Line Total
6	452041	NVD BNVD-SGC, Elbit, Gen 3, Min 2300 FOM, White Phosphor Standard Accessory Kit, 10-Year Warranty **GSA Contract #: GS-07F-0022V**	$ 7,880.25	120-150 days	$ 47,281.50
6	28300G24-B	Wilcox L4 G24 Helmet Mount-Black **GSA Contract #: GS-07F-0022V**	$ 500.94	30-60 days	$ 3,005.64
					$ -
					$ -
					$ -
				Subtotal	$ 50,287.14
				Shipping (UPS Ground)	$ 72.00
				Tax 9.1%	$ 4,582.68
				Total	$ 54,941.82

Malcolm Christman

Quotation prepared by: Malcolm Christman

Any Purchase Order(s) Resulting from this quote are subject to Night Vision Devices, Inc.'s Terms and Conditions available at:
https://www.nvdevices.com/terms-and-conditions/

Export of the commodities described herein is strictly prohibited without a valid export license issued by the U.S. Department of State Office of Munitions Control prescribed in the International Traffic in Arms Regulations (ITAR) Title 22. Code of Federal Regulations parts 121-128.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/17/2025		
Clerk's File #	OPR 2025-0495		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	FLORIDA SHERRIF
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	RE 20762
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 - MULTI-PURPOSE ARMORED VEHICLE PURCHASE		

Agenda Wording

Purchase approval of a Terradyne Multi-purpose Vehicle-accessing the Florida Sheriff's Association Cooperative Purchasing Program Contract #FSA23-VEH21.0.

Summary (Background)

SPD's previous armored vehicle was damaged in a collision and deemed irreparable by the manufacturer. This is a critical piece of equipment for the community and department to have the armored vehicle replaced. The build time is 7 plus months from time of purchase to delivery. This vehicle has been used for an average of 130 plus callouts the last two years and is a de-escalation tool (utilizing time, distance cover and communication) for a safe resolution to high-risk incidents in the community. Many operations we have been waiting on mutual aid to make the operation/scene safer and de-escalate. There are times that multiple calls for service are occurring, and additional resources are divided with multiple armored vehicles necessary.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 423,222.07
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Initial purchase using State seizure/forfeiture funds and ongoing maintenance through City Fleet.

Amount		Budget Account
Expense	$ 423,222.07	# 1560-17200-94210-56404-68074
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	MCDANIEL, ADAM
Division Director	HALL, KEVIN	PURCHASING	PRINCE, THEA
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDFinance@spokanecity.org
Dave Singley dsingley@spokanepolice.org	Thea Prince tprince@spokanecity.org

GURKHA MPV

Issued to:
Spokane Police Department
1100 W Mallon Ave
Spokane, WA
99260

Sgt. Kyle Heuett
Phone: 509-795-4983
Email: kheuett@spokanepolice.org

№ of pages: 7

BASE VEHICLE SPECIFICATIONS

Ballistic & Blast Resistance

Opaque Armor	NIJ IV: 30-06 M2 Armor Piercing multi-hit
	UL752 Level 10: .50 Caliber M33
	20mm Fragment Simulating Projectile
	Obliquity angle: Verticals at 0° / roof at 30°
Firewalll Armor	Included in base price
Fuel Tank Armor	NIJ III: 7.62 x 51 M80 multi-hit
Transparent Armor	NIJ IV: 30-06 M2 Armor Piercing
	UL 752 Level 10: 50 Caliber M33
	Obliquity angle: 0°
	Glass thickness: 2.5 inches / 63 mm
Blast	2 x DM51 grenades detonated simulteneously

Performance

Base Chassis	Ford F550 4x4
Engine	7.3L V8 Gas engine - 350 HP / 468 lb-ft. Torque
Transmission	10-speed automatic with tow/haul mode
Transfer Case	2-speed with electronic shift on the fly 4x4
Rear Differential	4.88 ratio with limited slip
Brakes	Four-wheel disc anti-lock brakes (ABS)
Suspension	Custom tuned shocks with external reservoir. Upgraded HD steering damper
Front Springs	Upgraded coils
Rear Springs	Multi-leaf springs
Wheels	Four (4) 20" x 11" wheel assemblies
Run Flats	Run flats in all wheels
Tires	41 inch Continental MPT 81 or Michelin X Force ZL (335/80R20)

Capability

Approach Angle	31° - 42°
Departure Angle	25° - 29°
Ground Clearance	11.5 inches - ground to rear differential case
	22 inches - ground to side step
Turning Radius	Outside: 22 feet
	Inside: 10'2"
Track Width	82 inches
Slope Gradient	60%
Side Slope	40%
Water Fording	41 inches
Vertical Step	18 inches
Trench	27 inches
Top Speed	70 mph - tire rated
Fuel Range	425 miles

Capacities & Dimensions

GVWR	19,500 lbs
GAWR Rear	14,706 lbs
GAWR Front	7,500 lbs
Curb Weight	16,800 lbs - Base model
Payload	2,700 lbs - Base model
Fuel Tank	40 gallons
Length	256 inches
Width	102 inches
Height	102 inches - roof hatch
	115 inches - cupola
Wheelbase	145 inches - unaltered chassis with valid Ford OEM warranty

Interior

Front Seats	Driver & passenger front seats with arm rest
Rear Seats	Two (2) side facing bench seats with three 2-point seatbelts at each bench
	Bench seats lift up to access storage area
Air Conditioning	Factory AC & heat in front cab
Insulation	Insulation in walls, ceiling and floor
Center Console	Center console with backlit accessory switches, two (2) cup holders and cell phone storage pockets
Ceiling Console	Ceiling mounted console with white map lights and spare upfitter switches
Headliner	Heavy duty automotive grade fabric upholstered headliner
Lighting	Seven (7) white & red LED lights in the occupant area - individually switched or master switch
Audio	OEM Ford Infotainment system with AM/FM, Apple CarPlay, Android Auto and 8 inch screen
Grab Handles	Grab handle at each door and six (6) grab handles mounted to the rear ceiling
Tie-Downs	Muli-positional rail tie-down system mounted to both bench seats
Ventilation	Smoke extraction fan mounted at the driver side rear area
Storage	One (1) storage pocket at each front door
	Two (2) storage nets at each rear bench seat

Exterior

Paint	Client to specify color or provide paint code
Tow Hooks	Two towing hooks mounted at front and rear
Side Mirrors	Two power adjustable side mirrors
Fuel Access	Fuel tank access door with key lock
Side Steps	Full length side steps coated in black Line-X positive grip coating
	Full width rear step coated in black Line-X positive grip coating
	Secondary rear step hinged for departure angle breaches
Hand Rails	Roof mounted handrails on driver and passenger side upper body line
	Roof mounted handrail on rear upper body line
	Line-X positive grip coating applied to all exterior hand rails
Roof	Grip tape strips added to roof for positive grip
Bumpers	Heavy duty integrated front bumper
	Full width rear step deck
Side Doors	Two (2) side doors
Rear Doors	Two (2) rear entry doors – 50/50
Door Locks	Internal dead bolt locks at all doors
	Hold-open locks on all side doors at 90 degrees
	Hold-open locks on both back doors at 90 degrees and 180 degrees
	Interior manual lock at each door
	Exterior key lock at each door - all door locks keyed the same
Exterior Lights	LED headlights with integrated turn signals
	LED tail lights and license plate light
	Five (5) amber clearance LED lights mounted at the front roof
	Two (2) amber marker LED lights mounted at front corners
	Five (5) red clearance LED lights mounted at the rear roof
Windows	One-piece windshield (two-piece windshield available)
	Full view windows at both front doors
	One (1) 17 x 25 glass at each rear side door (when equipped as a 4-door configuration)
	Two (2) portal glass (14 x 6) along passenger side and driver side - 4 in total
	One (1) portal glass (14 x 6) at each back door

OPTIONAL UPGRADES

		Tactical Options	
☐	1	Low profile sliding hatch with height adjustable operator stand	$10,000
☐	2	Manual rotating roof hatch with gun port and height adjustable operator stand	$10,000
☑	3	Manual rotating cupola with height adjustable operator stand	$20,000
☑	4	Gun ports: 4 per side / 2 at rear door (10 total)	$5,000
☐	5	Static position (non operable) breaching ram with external or internal storage	$4,500
☑ `	6	Power operable breaching ram with 3 breaching heads and hood mounted camera	$9,500
☐	6P	Provision for power ram. Includes front mounts, wiring and external storage racks	$1,500
☑	7	6 canister chemical munitions delivery system (CTS & Deftech compatable)	$13,500
☑	8	Ram cam breaching head with four (4) multi-position cameras	$6,500
☑	9	Power operable ballistic skip shield – NIJ III armor (7.62 x 51 M80 ball multi-hit)	$3,500
☐	10	Fire suppression system at all wheels - manual trigger	$8,000
☐	11	Fire suppression system at engine - automatic trigger	$7,000
☐	12	Breathing air tank with quick release hose fitting at each seat (masks sold separately)	$11,000
☐	13	Protective steel mesh on all windows (removable)	$3,000
☐	14	Explosive gas detection system	$6,850
☐	15	Radiation detection system	$6,850
☑	16	Four (4) side door configuration	$2,000
☑	17	Transparent armor upgrade from 2.5 inch thickness increased to 3 inch thickness	$5,000
☐	18	LRAD 100X with magnetic mount	$16,750
☐	18P	Provision for LRAD 450XL. Includes wiring harness and roof mounted pedestal	$5,850
☐	19	LRAD 450XL roof mounted with standalone MP3 controller	$35,325
☐	20	Roof mounted water monitor with joystick	$39,950
☑	21	Floor mounted gun rack for 2 rifles (includes 2 suppressor cups & 2 standoff plates)	$1,350
☑	21A	One (1) wall mounted rack - 40mm launcher	$1,750
☑	22	5-piece magnetic storage kit	$1,000
		Exterior Lighting Options	
☑	23	Two (2) front roof mounted LED search lights	$2,500
☑	24	Two (2) rear roof mounted LED search lights	$2,500
☐	25	Wheln Arges search light	$2,325
☐	26	10 inch LED scene lights - left & right side mount	$2,000
☑	27	30 inch LED takedown lightbar mounted at the front bumper	$1,800
☑	28	Two (2) infrared lights mounted on front bumper	$1,500
☐	29	Two (2) LED fog lights mounted on front bumper	$1,200
☐	30	Whelen CenCom Core Emergency Light Package Four (4) roof mounted 30 inch light sticks - red & blue 16 Red/Blue perimiter flashers: 6 @ front, 4 @ rear, 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting Wigwag flashers in headlights	$10,500
☑	31	Soundoff Signal bluePRINT Emergency Light Package Four roof mounted LED red & blue light sticks+scene lights. FR/RR 26" & Sides 39" 16 red & blue perimiter flashers with scene lights: 6 @ front / 4 @ rear / 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting Wigwag flashers in headlights	$9,500
☐	32	Roof mounted traffic light pre-emption strobe (infrared not GPS)	$3,000
☑	33	Low frequency siren with 2 x external speakers	$2,500
☐	34	Install customer supplied dashcam	$500
☑	35	Install customer supplied police radio (delivery to Terradyne & coax cable included)	$1,350
☐	36	Install customer supplied emergency lighting	$2,000

		Electronic Options	
☐	37	Intercom system – inside / outside	$1,500
☑	38	Battery charger with auto eject receptacle	$3,400
☐	39	**Color Camera:** Roof Mounted Pan / Tilt / Zoom color camera CCD PTZ camera, 30x zoom, search light, IR light, lens wiper, joystick controller, dash mounted 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	$9,800
☐	40	**Thermal Sensor:** Roof Mounted Pan / Tilt thermal sensor: 320 x 240 thermal sensor with remote control, audible and visual alerts for person & vehicle detection, 9 inch dash mounted touch screen monitor with 256 GB DVR, 15 inch rear monitor	$9,800
☐	41	**Color & Thermal**: Pan/Tilt/30x Zoom CCD color camera, thermal sensor (640x480), controller, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	$26,000
☐	42	**Color & Thermal:** Rvision PTZ color camera with 35mm thermal sensor, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor, Look contoler with monitor	$48,000
☐	43	TAV-4GLTEWIFI Cellular Modem/WiFi/Video Server Assembly	$5,250
☐	44	Reverse camera with no monitor (for options 38 - 41)	$500
☐	45	Reverse camera with 9 inch monitor	$1,200
☑	46	Four (4) reverse proximity sensors with audible / visual alert	$800
☑	47	15 inch ceiling mounted monitor for rear occupants	$900
☐	48	Front hood mounted view camera	$750
☑	49	360 camera system with 10 inch monitor & 10TB DVR	$3,950
☐	50	Two (2) side mounted surveilance cameras	$2,000
☑	51	2,000W AC/DC power inverter	$1,500
☐	52	Blackout switch to disable all exterior vehicle and emergency lighting	$1,000
☑	53	6 USB charging ports - 4 in cab / 8 in rear	$500
☑	54	Heated windshield	$1,500
☑	55	Remote power door locks integrated with key fobs	$1,000
		Interior Options	
☑	56	4-way power adjustable driver and front passenger seats ($1,650 each)	$3,300
☑	57	Two (2) rear facing jump seats	$2,500
☑	58	Ceiling mounted AC & heat for rear occupants (engine driven)	$4,500
☐	59	Independent AC (operates with engine off)	$6,000
☐	60	Independent heater (operates with engine off)	$6,000
☐	61	Medic Layout Package (TEMS)	$18,900
		Offroad Options	
☐	62	Front bumper mounted 17,500 lb capacity winch	$3,500
☐	63	17,500 lb winch with front & rear receivers - stored inside vehicle	$5,000
☐	64	External mount high output air compressor with two quick release couplers	$5,000
☑	65	Front differential lock (**Recommended**)	$3,000
		Exterior Options	
☐	66	Towing package with class IV rear hitch	$1,500
☐	67	Spare wheel assembly packaged loose (includes runflat)	$5,500
☐	68	Paint upgrade from matte/satin finish to base clear finish (clear coat)	$2,000
☑	69	Line-X coating on rear fenders and bottom half of vertical sides	$6,500
☐	70	Dual exterior storage compartments with locking handles	$3,500
		Ford F550 Chassis	
☑	71	6 piston front brake caliper upgrade - includes HD brake pads	$5,650
☑	72	6.7L V8 turbo diesel 330HP / 950 lb-ft torque (4.30 rear LSD)	$9,995
		Training	
☐	73	Tactical Armored Vehicle Operations training by Integrated Tactical Concepts Two days of training at your location for up to 20 students (CA POST approved)	$18,000
☐	74	Two days of vehicle familiarity training at your facility by Terradyne staff member	$5,000

PRICE & TERMS

Vehicle Description:	GURKHA MPV
Chassis:	Ford F550 4x4 (United States specification)
Market Zone:	United States
Quantity:	One (1)
Price Code:	Law Enforcement
Base Vehicle:	$235,000
Optional Upgrades:	$139,745
Subtotal:	$374,745
1.075% Discount:	$4,029
Shipping:	$16,850
Total Cost (USD)	**$387,566**

Basis: Ex-works Factory Newmarket Ontario Canada and free of all Canadian duties and/or taxes. (state taxes are the responsibility of the end user)

Lead time: 30 - 32 weeks from receipt of Purchase Order

Shipping: Delivered on a trailer with ramps

Payment Terms: Net 30 days

Discount: Based on the purchase through the following cooperative purchasing program:
Florida Sheriffs Association Cooperative Purchasing Program
Contract: FSA23-VEH21.0, Heavy Trucks and Buses
Group: Tactical Armored Vehicles
Item: 88, Terradyne, Gurkha MPV
Discount Excluding Shipping: 1.075%

Please ensure that the above FSA CPP info is listed on your Purchase Order

TERRADYNE LIMITED WARRANTY

Terradyne warrants any items installed, and conversion related to custom workmanship for three (3) years. Any suspected warranty related work must be first be confirmed as being necessary by means of a technical consultation with a representative of TERRADYNE ARMORED VEHICLES INC.
Technical consultation regarding any deficiency repairs or malfunctions is available by telephone during our normal business hours Eastern Standard time at 905-895-1010.

Ballistic transparencies are warranted for three (3) years; however the Warranty excludes damage to bullet resistant glass caused by stones, malicious damage, projectiles or other flying objects.

Warranty work to be directly covered by TERRADYNE may be performed locally only after assessment and authorization by TERRADYNE. TERRADYNE shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by the Company.

TERRADYNE does not cover any OEM vehicle parts and components that we have not been modified no performed work on, during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle's Original Equipment Manufacturer.

TERRADYNE assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, TERRADYNE shall in no way be held liable for any incidental or consequential damages arising from loss of use or loss of time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, electrical accessories and components) shall be covered by the warranties of their respective manufacturers and are not included in the warranty coverage provided by this agreement. However, although TERRADYNE does not warrant these items directly in any way, we do agree to offer all reasonable assistance in obtaining service from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; TERRADYNE will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement costs.

Terradyne optional limited warranty extension available: 1 year / 20,000 miles

Ford Motor Company Warranty Coverage:
Powertrain: 5 years / 60,000 miles
Gas engine: 5 years / 60,000 miles
Diesel engine: 5 years / 100,000 miles

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.**
- ☒ **SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier**

CERTIFICATION OF BUSINESS ACTIVITIES

I, Lucus Witzke, hereby do certify to the City of Spokane that the business I represent, known as Terradyne Armored Vehicles Inc. does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Lucus Witzke
Signature

Sales Manager
Title

lucus.witzke@terradyneinc.com
email

905-895-1010 Extension 710
phone

1-402 Mulock Drive
Address

Newmarket, Ontario, L3Y9B8, Canada
City, State, Zip

Date: 6/18/2025

UBI#_____
(Washington State, if available)

For Internal Use only:

Approved: X Rejected: ☐

If rejected provide reason:

Reviewed By: Renee Robertson Date: JUNE 19, 2025

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/23/2025		
Clerk's File #	OPR 2025-0504		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	RE 20776
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	0680 PURCHASE OF BALLISTIC GLASS FOR SPD SWAT VEHICLES		

Agenda Wording

Requesting approval to purchase ballistic glass for 2 SWAT Tahoe vehicles.

Summary (Background)

SPD is requesting approval to upfit 2 new SWAT Tahoe vehicles with level IIIA ballistic glass on all windows in order to make it safer for SWAT to conduct every SWAT operation. The purchase would be made utilizing GSA Cooperative Contract GS-07F-0512T with Dana Safety Supply.

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?

No data is collected

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

No data will be collected

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 55,286.98
Current Year Cost	**$** 55,286.98
Subsequent Year(s) Cost	**$**

Narrative

Funded from SPD Capital funds to be capitalized with cost of the vehicles.

Amount		**Budget Account**
Expense	**$** 55,286.98	**#** 5902-79115-94210-56404-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Taxes

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PURCHASING**	GBYRD
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
	SPDFinance@spokanecity.org

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	569760-G
Customer No.	SPOKANE WA

Bill To

CITY OF SPOKANE
1100 W. MALLON AVE
SPOKANE, WA 99260
United States

Contact: DAVID STONE
Telephone: 509-625-6175
E-mail: dstone@spokanepolice.org

Ship To

CITY OF SPOKANE
1100 W. MALLON AVE
SPOKANE, WA 99260
United States

Contact: DAVID STONE
Telephone: 509-625-6175
E-mail: dstone@spokanepolice.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/14/25	UPS GROUND FREIGHT	QUOTED FREIGHT	QTY:2 2025 TAHOES	NET30

Entered By	Salesperson	Ordered By	Resale Number
Bobby Courson	Bobby Courson- Montana	David Stone	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC GSA GS-07F-0512T Warehouse: DROP	0.0000	0.00
2	2	N	INFO QTY:2, 2025 TAHOES Warehouse: DROP	0.0000	0.00
2	2	Y	CT-W-2663 ISBI 2021 TAHOE WINDSHIELD Warehouse: DROP	2,539.0400	5,078.08
2	2	Y	CT-L-3332-T ISBI IIIA TINTED FRONT DOOR LEFT, 2021+ TAHOE Warehouse: DROP 15% TINT	1,812.7000	3,625.40
2	2	Y	CT-R-3331-T ISBI IIIA TINTED FRONT DOOR RIGHT, 2021+ TAHOE Warehouse: DROP 15% TINT	1,812.7000	3,625.40
2	2	Y	CT-RL-3334-T ISBI IIIA TINTED REAR DOOR LEFT, 2021+ TAHOE Warehouse: DROP 5% TINT	1,812.7000	3,625.40

Print Date	06/20/25
Print Time	01:43:21 PM
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Printed By: Bobby Courson

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	569760-G
Customer No.	SPOKANE WA

Bill To

CITY OF SPOKANE
1100 W. MALLON AVE
SPOKANE, WA 99260
United States

Contact: DAVID STONE
Telephone: 509-625-6175
E-mail: dstone@spokanepolice.org

Ship To

CITY OF SPOKANE
1100 W. MALLON AVE
SPOKANE, WA 99260
United States

Contact: DAVID STONE
Telephone: 509-625-6175
E-mail: dstone@spokanepolice.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/14/25	UPS GROUND FREIGHT	QUOTED FREIGHT	QTY:2 2025 TAHOES	NET30

Entered By	Salesperson	Ordered By	Resale Number
Bobby Courson	Bobby Courson- Montana	David Stone	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	CT-RR-3333-T ISBI IIIA TINTED REAR DOOR RIGHT, 2021+ TAHOE Warehouse: DROP 5% TINT	1,812.7000	3,625.40
2	2	Y	CT-QL-3342-T ISBI IIIA TINTED QUARTER LEFT, 2021+ TAHOE Warehouse: DROP 5% TINT	1,812.7000	3,625.40
2	2	Y	CT-QR-3341-T ISBI IIIA TINTED QUARTER RIGHT, 2021+ TAHOE Warehouse: DROP 5% TINT	1,812.7000	3,625.40
2	2	Y	CT-B-3349-T ISBI IIIA BACK WINDOW TINTED, 2021+ TAHOE Warehouse: DROP 5% TINT	2,176.3200	4,352.64
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DROP	300.0000	600.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP	5,000.0000	10,000.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	569760-G
Customer No.	SPOKANE WA

Bill To	**Ship To**
CITY OF SPOKANE 1100 W. MALLON AVE SPOKANE, WA 99260 United States	CITY OF SPOKANE 1100 W. MALLON AVE SPOKANE, WA 99260 United States
Contact: DAVID STONE **Telephone:** 509-625-6175 **E-mail:** dstone@spokanepolice.org	**Contact:** DAVID STONE **Telephone:** 509-625-6175 **E-mail:** dstone@spokanepolice.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/14/25	UPS GROUND FREIGHT	QUOTED FREIGHT	QTY:2 2025 TAHOES	NET30

Entered By	Salesperson	Ordered By	Resale Number
Bobby Courson	Bobby Courson- Montana	David Stone	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TRAVEL TRAVEL EXPENSE FOR ON SITE INSTALLS Warehouse: DROP	5,000.0000	5,000.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	06/20/25
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	Subtotal	46,783.12
	Freight	3,950.00
9.100 %	**Sales Tax**	4,616.71
	Order Total	55,349.83

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/18/2025		
Clerk's File #	OPR 2021-0385		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	CR 27677
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 - JANITORIAL SERVICES FOR SPD PROPERTIES		

Agenda Wording

Renewal of contract with ABM for janitorial services.

Summary (Background)

SPD is requesting renewal of its janitorial services contract with ABM. If approved, this will be renewal #2 of 3 allowed for in original contract, OPR 2021-0385. Terms of contract will be June 1, 2025 - May 31, 2026.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 82,439.04 + tax
Current Year Cost	$ 82,439.04 + tax
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 9403.80	# 0680-30210-21500-54906-68206
Expense	$ 30990.60	# 0680-30210-21500-54906-68201
Expense	$ 9403.80	# 0680-30210-21500-54906-68205
Expense	$ 23703.00	# 0680-30210-21500-54906-68203
Expense	$ 8937.84	# 0680-30210-21500-54906-68207
Select	$	#

Funding Source	Recurring
Funding Source Type	Taxes

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

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	PURCHASING	NECHANICKY, JASON
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jonathan Bowen jonathan.bowen@abm.com	SPDFinance@spokanecity.org

City Clerk's No. OPR 2021-0385

CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL
2 OF 3

Title: **JANITORIAL SERVICES FOR SPOKANE POLICE DEPARTMENT PROPERTIES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, Spokane, Washington 99202 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 Janitorial Services for Spokane Police Department Properties; and

WHEREAS, the original Contract allowed for three (3) additional one-year renewals, this being the second, therefore, this original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated June 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on June 1, 2025 and shall run through May 31, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY-TWO THOUSAND FOUR HUNDRED THIRTY-NINE AND 04/100 DOLLARS** (**$82,439.04**), plus applicable sales tax, in accordance with Contractor's May 28, 2025 Quote, 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 document.

4. **DEBARMENT AND SUSPENSION.**
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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

ABM INDUSTRY GROUPS, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE
POLICE DEPARTMENT

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certification regarding Debarment
Contractor's May 28, 2025 Quote

25-127

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2024

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	INSURER A: ACE American Insurance Company — NAIC # 22667 INSURER B: ACE Property & Casualty Insurance Company — 20699 INSURER C: Indemnity Insurance Company of North Ameri — 43575 INSURER D: QBE Specialty Insurance Company — 11515 INSURER E: Federal Insurance Company — 20281 INSURER F: AIG Specialty Insurance Company — 26883

COVERAGES **CERTIFICATE NUMBER:** W35920313 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $1,000,000 SIR [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	XSL G48949757	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ Excluded $ 2,000,000 $ 6,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ISA H11374311	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	XEU G27910865 010	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C72624804	11/01/2024	11/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			130007484	07/01/2024	07/01/2025	Each Claim Aggregate Retention	$5,000,000 $5,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Southeast, Inc.		ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Worksite Location: Various city locations

Any person or organization whom you have agreed to are included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance.

Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: Federal Insurance Company NAIC#: 20281
POLICY NUMBER: J06105798 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: WCU C72624762 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	$1,000,000
WC-Statutory/CA-$1M SIR	EL Disease-Pol Limit	$1,000,000
OH, WA, OR, IL, MI - $500K SIR	EL Disease-Each Empl	$1,000,000

ADDITIONAL REMARKS:
ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C72624762

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Southeast, Inc.		ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	$10,000,000
	Aggregate	$10,000,000
	SIR	$500,000

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
POLICY NUMBER: 080768613 EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	$5,000,000

ADDITIONAL REMARKS:
All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: ISA H11374311 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	$2,000,000

ADDITIONAL REMARKS:
Automobile Liability includes Excess Garage keepers Liability.

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SR ID: 26654876 BATCH: 3677297 CERT: W35920313

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured ABM Industries Incorporated			Endorsement Number 13
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 11
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

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

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

_____
Authorized Representative

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 26
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract executed prior to loss, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your ongoing or completed operations.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
ABM Industries Incorporated			21
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48949757	11/01/2024 to 11/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

_____

Authorized Representative

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
ABM Industries Incorporated			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48949757	11/01/2024 to 11/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

_____
Authorized Representative

CHUBB

OTHER INSURANCE AMENDMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT)

Named Insured			Endorsement Number
ABM Industries Incorporated			
Policy Symbol XEU	Policy Number G27910865 010	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement 11/01/2024
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS, "Other Insurance"** is amended to add the following:

If, prior to an "occurrence", you have specifically agreed in a written contract that this insurance must be primary and non-contributory with "other insurance" issued to a person or organization, then this insurance shall be primary with respect to such "occurrence" and shall not contribute with such "other insurance".

With respect to such an "occurrence", this insurance will only apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations or premises owned by, managed by or rented to you.

However, the insurance provided will not exceed the lesser of:

a. The coverage's and/or Limits of Insurance of this policy, or

b. The coverage's and/or Limits of Insurance required by said agreement.

With respect to any contract or agreement you enter into which requires another party to furnish insurance to an "insured", this policy shall be excess of and not contribute with any such insurance available to the other party.

2. Notwithstanding anything to the contrary:

a. This insurance does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf; and

b. This endorsement shall not apply to any coverage for which applicable "underlying insurance" does not also provide coverage to such person or organization on a primary and non-contributory basis.

All other terms and conditions of the policy remain unchanged.

_____

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number
Policy Symbol XEU	Policy Number G27910865 010	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement 11/01/2024
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS, Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below 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 below.

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

All other terms and conditions remain unchanged.

_____

Authorized Representative

RECOVERY FROM OTHERS

Named Insured			Endorsement Number
ABM Industries Incorporated			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
WCU	C72624762	11/01/2024 to 11/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

_____
Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED ONE LIBERTY PLAZA, 7TH FLOOR NEW YORK NY 10006	Endorsement Number Policy Number Symbol: WLR Number: C72624804
Policy Period 11-01-2024 **TO** 11-01-2025	Effective Date of Endorsement 11-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. 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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

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ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

License Information:

New search Back to results

Entity name: ABM INDUSTRY GROUPS, LLC

Business name: ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY

Entity type: Limited Liability Company

UBI #: 604-075-772

Business ID: 001

Location ID: 0003

Location: Active

Location address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

Mailing address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

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	12995			Active	Jan-31-2026	Jan-18-2019
Cheney General Business - Non-Resident	BUS2017-031			Active	Jan-31-2026	Feb-14-2019
Colville General Business - Non-Resident	000730.0			Active	Jan-31-2026	May-30-2017
Deer Park General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017
Liberty Lake General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017
Pullman General Business - Non-Resident				Active	Aug-31-2025	Aug-20-2024
Ritzville General Business - Non-Resident				Active	Jan-31-2026	Jul-01-2019

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Jan-31-2026	Apr-12-2017
Spokane Valley General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ABM INDUSTRIES INCORPORATED	
MENDONCA, MICHAEL	VICE PRESIDENT

Registered Trade Names

Filter

Registered trade names	Status	First issued
ABM	Active	Apr-17-2017
ABM EDUCATION	Active	Feb-08-2017
ABM FACILITY SERVICES	Active	Feb-08-2017
ABM HEALTHCARE	Active	Feb-08-2017

Registered trade names	Status	First issued
ABM HIGH TECH	Active	Feb-08-2017
ABM INDUSTRIES GROUP LLC	Active	Sep-18-2018
ABM INDUSTRY GROUPS, LLC	Active	Jan-04-2024
ABM JANITORIAL SERVICES - SOUTHEAST	Active	Feb-08-2017
ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY	Active	Apr-17-2017
ABM PARKING SERVICES	Active	Feb-08-2017
DIVERSCO	Active	Feb-08-2017
HEALTHCARE PARKING SYSTEMS OF AMERICA	Active	Feb-08-2017

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/29/2025 7:36:38 AM

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	7/2/2025
Clerk's File #	OPR 2025-0514
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	DAVE SINGLEY 4171
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0680 - EXTENSION OF WTSC DUI GRANT

Agenda Wording

Extension of grant agreement with WA Traffic Safety Commission funding 75% of one full-time officer salary and benefits dedicated to enforcement of DUI laws.

Summary (Background)

The Spokane Police Department previously received WTSC grant fundings towards one full-time dedicated DUI enforcement position and is seeking to continue that program into a 2nd year. Grant project 2026-ST-5712-Dedicated DUI Enforcement will commence July 1, 2025 and continue through June 30, 2026 providing 75% reimburse for one FTE along with overtime.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 158,861.06
Current Year Cost	$ 158,861.06
Subsequent Year(s) Cost	$

Narrative

Award to fund 75% of one current SPD officer salary/benefits and up to $10k for overtime.

Amount		Budget Account
Expense	$ 158,861.06	# 1620-91825-99999-33320-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	ACCOUNTING -	GBYRD
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

Edica Esqueda eesqueda@wtsc.wa.gov	tfuller@spokanepolice.org
SPDFinance@spokanecity.org	

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2026-ST-5712-Dedicated DUI Enforcement - Spokane Police Department

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 for traffic safety grant project 2026-ST-5712-Dedicated DUI Enforcement - Spokane Police Department.

2. PERIOD OF PERFORMANCE
The period of performance of this Contract shall commence upon the date of execution by both Parties or July 01, 2025, whichever is later, and remain in effect until June 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

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

3.1 SCOPE OF WORK
3.1.1 Problem ID and/or Opportunity

From 2019 to 2023, traffic fatalities in Washington State have increased 50% from 538 to 810. The 810 fatalities in 2023 represent a 30-year high in traffic deaths. On average, half of these fatal crashes (49%) involved an impaired driver. From 2019-2023, the number of impaired drivers involved in fatal crashes has increased 43% from 258 to 369.

From 2022-2023, the total number of fatal crashes in Washington State have increased 46%. In this same timeframe, Spokane County has seen a 61% increase in the number of impaired drivers involved in fatal crashes. 51% of all the fatal crashes in Spokane County involve an impaired driver. This is higher than the state average of 49%. Furthermore, Spokane County has a much higher-than average percentage of impaired drivers involved in pedestrian fatalities (24% vs. 15% statewide).

3.1.2 Project Purpose and Strategies

The purpose of this project is to address an increase in serious injury and fatal collisions related to alcohol and drug impairment. This project will accomplish this by providing funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

3.2 PROJECT GOALS

2)
Goal: Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2026.

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 32, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION
3.3.1 The cost of accomplishing the work described in the SOW will not exceed $158,861.06, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT

COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

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

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

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

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

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

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

3.3.8 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 $1,000 or more:

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

3.4. PROJECT COSTS

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

Year 1: $148,861.06

APPLICABLE STATE 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 state and local law, including but not limited to procurement law, rules, and procedures.

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 10 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
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall be governed by the laws of the State of Washington.

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 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 and the Office of the State Auditor. 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, 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, 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 WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine 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 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, 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.

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 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 Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

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

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

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

33. 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:
Teresa Fuller tfuller@spokanepolice.org 509-209-7188	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

34. 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	b	$158,861.06	0%	$0.00	$158,861.06
Travel		$0.00	0%	$0.00	$0.00
Contract Services		$0.00	0%	$0.00	$0.00
Goods and Services		$0.00	0%	$0.00	$0.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$158,861.06		$0.00	$158,861.06

Officer activities: $148,861.06
This project will provide funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

Note: The WTSC agrees to fund 75% of the Dedicated DUI Officers officer activities for the second year of programming. Programming starts after all signatures are obtained or by July 1, 2026 - June 30, 2027, whatever is later.

The WTSC will reduce the funding amounts to cover,
50% of the Dedicated DUI officer activities July 1, 2026 - June 30, 2027

Anticipated overtime related to the mission of the grant: $10,000
Overtime funding for late arrests, DUI reports, support of LCB compliance checks, etc.

These funds may only be used to pay for the hourly cost and proportional amounts of fringe benefits of the commissioned staff pursuing the activities outlined in the scope of work. The funds may not be used for any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. Any costs not listed in the budget narrative must be pre-approved by the WTSC Program

Manager prior to purchase.

Total Budget: $158,861.-6

Note: The funding for this project comes through a proviso from the Washington State Legislature. Moreover, the allocation of grants in future years will hinge on the availability of funds and the performance of sub-recipients.

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 2 -
Goal: Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2026.

Objective	Objective Details	Completion Date
Increase the number of DUI arrests by conducting dedicated DUI enforcement 5 days/nights per week.	Increased enforcement should result in an increase in DUI-related arrests during the grant period.	06/30/2026
Reduce serious and fatal injury crashes.	Increased enforcement should result in a decrease in the number of serious injury or	06/30/2026

	fatal crashes during the grant period.	
Create and implement an enforcement plan using data to direct patrol efforts.		06/30/2026
Review and report individual officer activities, such as day/time of patrols, number of DUI arrests, etc., for grant funded officer.	This will be used to complete WTSC-required quarterly reports and annual final report. Monitoring and review of Officer activity will be conducted by a Sgt., Lt., or Capt. (WEMS, RMS). Long term digital activity logs will be used to capture data.	06/30/2026

Measure	Reporting Frequency	Type	Target
Percentage increase in DUI arrests	Quarterly	Process	10
Percentage reduction in serious injury/fatal crashes	Quarterly	Process	10
Report officer activities on a quarterly basis using long term activity logs in WEMS	Quarterly	Process	4
Number of hours of DUI patrols conducted per month	Quarterly	Process	160

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025		
Clerk's File #	OPR 2025-0491		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	SHAWNA 370-8534	**Requisition #**	
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 SPD RENEWAL OF DELL POWERSCALE SYSTEM MAINTENANCE		

Agenda Wording

Spokane Police Department seeks approval for a renewal of maintenance and support for the department's Dell Powerscale file server.

Summary (Background)

This is an annual renewal of warranty and support costs for a file server used for digital forensics and technical investigations. We utilize this appliance to store working copies of forensic extractions and other large technical examinations for investigations.

What impacts would the proposal have on historically excluded communities?

Our forensic file server is utilized by our TARU digital forensic team and SPD investigations to examine evidence for cases from across our community with an emphasis on Major Crimes and Sexual Assault. Our investigations are performed to aid crime victims from across the Spokane community including for historically excluded communities.

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

We do not plan on evaluating the effect of this purchase against victim demographics. The file server has been in place since 2022.

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

We do not plan to collect data regarding the effectiveness of this purchase since it is a standard warranty/maintenance renewal. The file server has proven to be a major asset in investigations as it ensures digital evidence is stored securely and that detectives are able to access evidence in a timely manner.

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 system aligns with the SPD Strategic Plan which emphasizes the need for technology in investigating violent crime.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 74,512.70
Current Year Cost	$ 74,512.70
Subsequent Year(s) Cost	$ 0

Narrative

Funded for 2025 using department capital dollars. This is a reallocation of existing capital dollars.

Amount		Budget Account
Expense	$ 74,512.70	# 5902-79115-21250-54804-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Taxes

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

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	Cseidel@spokanepolice.org

Extended Services Quote Information	
Quote #:	**3000187446314.8**

Customer Information	
Date:	Jun. 10, 2025
Company Name:	SPOKANE POLICE DEPT
Bill To Customer #:	47488252
Contract Code #:	C00000111905
Customer Agreement #:	23026 / 05820

Bill To : 47488252	Sold To : 47488252	End User : E3003120607
SPOKANE POLICE DEPT	SPOKANE POLICE DEPT	SPOKANE POLICE DEPT
ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE
808 W SPOKANE FALLS BLVD	808 W SPOKANE FALLS BLVD	1100 W MALLON AVE
99201-3316, WA, SPOKANE	99201-3316, WA, SPOKANE	99260, WA, SPOKANE
US	US	US

Dell Marketing L.P., One Dell Way, Round Rock, Texas 78682.

Dell Contact Information
Sue Nourse Susan.Nourse@dell.com Phone: Phone: 1(800) 456-3355 Ext: 15127205834

Dell Extended Services Details

Current Equipment Information | Extended Service Information

Asset	Agreement ID	SKU	Model	Install At/Ship To	Install At/Ship To City	Install At/Ship To State	Install At/Ship To Country	LOB or Family	Ship Date	Service Contract Expiration	Service Contract Description	Services SKU	New Contract Start Date	New Contract End Date	Quantity	List Price for Quoted Period (USD)	Reinstatement Fee (USD)	Discount %	Discount Value (USD)	Price After Discount (USD)
HRHXCJ3	105629140	854-0844	POWERSCALE CHASSIS-NORM-PSC	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	854-0844	Jul. 30, 2025	Jul. 29, 2028	1	$ 1,414.51	0	30.00	$ 424.36	$ 990.15
HRHXCJ3	105629140	854-0837	POWERSCALE CHASSIS-NORM-PSC	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	854-0837	Jul. 30, 2025	Jul. 29, 2028	1	$ 943.00	0	30.0	$ 282.90	$ 660.10
GRHXCJ3	105629140	854-0844	POWERSCALE CHASSIS-NORM-PSC	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	854-0844	Jul. 30, 2025	Jul. 29, 2028	1	$ 1,414.51	0	30.00	$ 424.35	$ 990.16
GRHXCJ3	105629140	854-0837	POWERSCALE CHASSIS-NORM-PSC	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	854-0837	Jul. 30, 2025	Jul. 29, 2028	1	$ 943.00	0	30.0	$ 282.90	$ 660.10
4SHXCJ3	105629140	853-8916	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	853-8916	Jul. 30, 2025	Jul. 29, 2028	1	$ 743.78	0	30.00	$ 223.12	$ 520.66
4SHXCJ3	105629140	849-5690	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus HDFS for OneFS Software Support-Maint	849-5690	Jul. 30, 2025	Jul. 29, 2028	1	$ -	0	0.00	$ -	$ -
4SHXCJ3	105629140	854-6971	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	854-6971	Jul. 30, 2025	Jul. 29, 2028	1	$ 4,708.30	0	30.11	$ 1,417.54	$ 3,290.76
4SHXCJ3	105629140	854-6768	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical OneFS Capacity Software Support-Maint	854-6768	Jul. 30, 2025	Jul. 29, 2028	240	$ 9,681.60	0	30.00	$ 2,904.00	$ 6,777.60
4SHXCJ3	105629140	854-6436	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical Enterprise Advanced Bundle Base Software Support-Maint	854-6436	Jul. 30, 2025	Jul. 29, 2028	1	$ 2,703.28	0	30.00	$ 810.94	$ 1,892.34
4SHXCJ3	105629140	854-7309	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint	854-7309	Jul. 30, 2025	Jul. 29, 2028	240	$ 13,608.00	0	30.0	$ 4,082.40	$ 9,525.60
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7SHXCJ3	105629140	853-8916	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	853-8916	Jul. 30, 2025	Jul. 29, 2028	1	$ 743.78	0	30.00	$ 223.12	$ 520.66
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Internal Use - Confidential

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1SHKCJ3	105629140	853-8916	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	853-8916	Jul. 30, 2025	Jul. 29, 2028	1	$ 743.78	0	30.00	$ 223.12	$ 520.66
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1SHKCJ3	105629140	854-6971	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	854-6971	Jul. 30, 2025	Jul. 29, 2028	1	$ 4,708.30	0	30.00	$ 1,412.40	$ 3,295.90
1SHKCJ3	105629140	854-6768	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical OneFS Capacity Software Support-Maint	854-6768	Jul. 30, 2025	Jul. 29, 2028	240	$ 9,681.60	0	30.00	$ 2,904.00	$ 6,777.60
1SHKCJ3	105629140	854-6436	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical Enterprise Advanced Bundle Base Software Support-Maint	854-6436	Jul. 30, 2025	Jul. 29, 2028	1	$ 2,703.28	0	30.00	$ 810.94	$ 1,892.34
1SHKCJ3	105629140	854-7309	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint	854-7309	Jul. 30, 2025	Jul. 29, 2028	240	$ 13,608.00	0	30.0	$ 4,082.40	$ 9,525.60
1SHKCJ3	105629140	853-8909	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	853-8909	Jul. 30, 2025	Jul. 29, 2028	1	$ 495.85	0	30.00	$ 148.74	$ 347.11
2SHKCJ3	105629140	853-8916	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	853-8916	Jul. 30, 2025	Jul. 29, 2028	1	$ 743.78	0	30.00	$ 223.12	$ 520.66
2SHKCJ3	105629140	849-5690	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus HDFS for OneFS Software Support-Maint	849-5690	Jul. 30, 2025	Jul. 29, 2028	1	$ -	0	0.00	$ -	$ -
2SHKCJ3	105629140	854-6971	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	854-6971	Jul. 30, 2025	Jul. 29, 2028	1	$ 4,708.30	0	30.00	$ 1,412.40	$ 3,295.90
2SHKCJ3	105629140	854-6768	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical OneFS Capacity Software Support-Maint	854-6768	Jul. 30, 2025	Jul. 29, 2028	240	$ 9,681.60	0	30.00	$ 2,904.00	$ 6,777.60
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2SHKCJ3	105629140	854-7309	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint	854-7309	Jul. 30, 2025	Jul. 29, 2028	240	$ 13,608.00	0	30.0	$ 4,082.40	$ 9,525.60
2SHKCJ3	105629140	853-8909	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	853-8909	Jul. 30, 2025	Jul. 29, 2028	1	$ 495.85	0	30.00	$ 148.74	$ 347.11
5SHKCJ3	105629140	853-8916	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	853-8916	Jul. 30, 2025	Jul. 29, 2028	1	$ 743.78	0	30.00	$ 223.12	$ 520.66
5SHKCJ3	105629140	849-5690	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus HDFS for OneFS Software Support-Maint	849-5690	Jul. 30, 2025	Jul. 29, 2028	1	$ -	0	0.00	$ -	$ -
5SHKCJ3	105629140	854-6971	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	854-6971	Jul. 30, 2025	Jul. 29, 2028	1	$ 4,708.30	0	30.00	$ 1,412.40	$ 3,295.90
5SHKCJ3	105629140	854-6768	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical OneFS Capacity Software Support-Maint	854-6768	Jul. 30, 2025	Jul. 29, 2028	240	$ 9,681.60	0	30.00	$ 2,904.00	$ 6,777.60
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5SHKCJ3	105629140	854-7309	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint	854-7309	Jul. 30, 2025	Jul. 29, 2028	240	$ 13,608.00	0	30.0	$ 4,082.40	$ 9,525.60
5SHKCJ3	105629140	853-8909	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	853-8909	Jul. 30, 2025	Jul. 29, 2028	1	$ 495.85	0	30.00	$ 148.74	$ 347.11
6SHKCJ3	105629140	853-8916	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	853-8916	Jul. 30, 2025	Jul. 29, 2028	1	$ 743.78	0	30.00	$ 223.12	$ 520.66
6SHKCJ3	105629140	849-5690	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus HDFS for OneFS Software Support-Maint	849-5690	Jul. 30, 2025	Jul. 29, 2028	1	$ -	0	0.00	$ -	$ -
6SHKCJ3	105629140	854-6971	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	854-6971	Jul. 30, 2025	Jul. 29, 2028	1	$ 4,708.30	0	30.00	$ 1,412.40	$ 3,295.90
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6SHXCJ3	105629140	854-6436	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	ProSupport Plus Mission Critical Enterprise Advanced Bundle Base Software Support-Maint	854-6436	Jul. 30, 2025	Jul. 29, 2028	1	$ 2,703.28	0	30.00	$ 810.94	$ 1,892.34
6SHXCJ3	105629140	854-7309	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	3 Years ProSupport Plus Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint	854-7309	Jul. 30, 2025	Jul. 29, 2028	240	$ 13,608.00	0	30.0	$ 4,082.40	$ 9,525.60
6SHXCJ3	105629140	853-8909	PScale A300-SED16T+800G SSD-L	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 29, 2022	Jul. 29, 2025	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	853-8909	Jul. 30, 2025	Jul. 29, 2028	1	$ 495.85	0	30.00	$ 148.74	$ 347.11
DK677C3	105629140	870-3620	POWERSCALE NTW PS 5523ZF TAA	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 23, 2022	Jul. 23, 2025	Tier5 Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	870-3620	Jul. 24, 2025	Jul. 29, 2028	1	$ 9,040.63	0	30.00	$ 2,712.18	$ 6,328.45
DK677C3	105629140	870-3613	POWERSCALE NTW PS 5523ZF TAA	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 23, 2022	Jul. 23, 2025	Tier5 ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	870-3613	Jul. 24, 2025	Jul. 29, 2028	1	$ 6,027.09	0	30.00	$ 1,808.13	$ 4,218.96
DK767C3	105629140	870-3620	POWERSCALE NTW PS 5523ZF TAA	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 23, 2022	Jul. 23, 2025	Tier5 Prosupport Plus Mission Critical 7x24 Technical Support and Assistance	870-3620	Jul. 24, 2025	Jul. 29, 2028	1	$ 9,040.63	0	30.00	$ 2,712.19	$ 6,328.44
DK767C3	105629140	870-3613	POWERSCALE NTW PS 5523ZF TAA	47488252, SPOKANE POLICE DEPT, ORIN FITZGERALD, 1100 W MALLON AVE, SPOKANE, WASHINGTON, 99260	SPOKANE	WA	US	Storage Unstructured	Jul. 23, 2022	Jul. 23, 2025	Tier5 ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch	870-3613	Jul. 24, 2025	Jul. 29, 2028	1	$ 6,027.09	0	30.00	$ 1,808.13	$ 4,218.96

Subtotal	$ 290,376.94
Total Price After Discount- (excluding reinstatement Fee)	$ 203,263.86
Reinstatement Fees	$ -
Total (USD)	$ 203,263.86

Pricing valid for 90 Days

Purchase Order Requirements

Please remember to include the following information:

- Billing address
- Shipping address, including a contact name & phone number
- Payment Terms- should be based on customer 47488252 on the quote
- A total dollar amount
- An authorizing signature

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.delltmc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Export or re-export to Russia or Belarus or for use in Russia or Belarus are expressly prohibited. Dell reserves all rights and remedies to enforce this restriction, including injunctive relief, damages, and cancellation/termination.

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025		
Clerk's File #	OPR 2025-0492		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	SHAWNA 370-8534	**Requisition #**	BT
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 - CRIMETRACER (FORMERLY COPLINK) RENEWAL		

Agenda Wording

Spokane Police Department seeks approval for the annual renewal of CrimeTracer software.

Summary (Background)

Annual renewal of CrimeTracer software (formally CopLink). Annual amount $57,475. This is funded via a designated COPLINK administration fund and has no impact on the 2025 general fund. COPLINK software is used to share police reports and other information with our regional partner agencies.

What impacts would the proposal have on historically excluded communities?

This software is utilized to share crime information with regional partner agencies (Spokane County Sheriff's Office, Cheney Police Department, etc…). The data and reports that are shared include all crimes regardless of the demographics of victims/suspects/etc. Sharing data with regional partners can help victims from all backgrounds including historically excluded communities since it provides more situational awareness for law enforcement. For example, if a victim of domestic violence has been victimized in multiple jurisdictions, law enforcement can respond differently based on the totality of the circumstances.

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

We do not plan to collect data concerning the effect of police report/crime data sharing by different demographic groups since we share the vast majority of our data with our partners (there are some restrictions due to State law).

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

We do not plan to collect data regarding the effectiveness of COPLINK, since we have had the solution in place for many years.

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 system aligns with the SPD Strategic Plan which prioritizes partnership with regional law enforcement agencies.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 67,009.22
Current Year Cost	$ 67,009.22
Subsequent Year(s) Cost	$ 0

Narrative

Funded for 2025 using reserves from a dedicated CrimeTracer fund (funds collected from SPD and regional partners).

Amount		Budget Account
Expense	$ 67,009.22	# 1560-11160-21140-54820-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	PURCHASING	NECHANICKY, JASON
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	Cseidel@spokanepolice.org

CRIMETRACER

CONTRACT STATUS: JUNE 25TH

SPD requested a contract from legal on 6/25. We request permission to brief this purchase at Public Safety Committee on June 30th. We will not move forward to the advanced agenda until the contract is back from legal.

We provided legal with the following documents:

- Signed Brand Name Standardization form
- Quote
- Spokane Business License
- WA Workers Comp documentation
- Certificate of Liability Insurance

CrimeTracer™

Quote

Forensic Logic, LLC, a SoundThinking Company
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337

DATE 5/30/2025
Quote # 18599
Customer ID Spokane, WA

Quote For:
Chris Seidel
cseidel@spokanepolice.org
(509) 625-4107

Quote For:
City of Spokane
Police Department
1100 West Mallon Avenue
Spokane, WA 99260

Quote valid until: 6/30/2025
Prepared by: N Drake

Comments or Special Instructions:
Renewal of CrimeTracer Annual Subscription Services for an additional one-year term (May 1, 2025 through April 30, 2026).

SALES DIRECTOR:	Marc Meole	TERMS:	Net 30

QUANTITY	DESCRIPTION	PRICE	TAXABLE?	AMOUNT
1	Annual CrimeTracer Subscription Services for 05/01/2025 through 04/30/2026.	$56,420	Yes	$56,420
1	CrimeTracer One-Time Service Set-Up Fee: Axon RMS	$5,000	Yes	$5,000
			SUBTOTAL	$61,420
			TAX RATE	9.00%
			SALES TAX	$5,528
			OTHER	$0
			TOTAL	$66,948

An invoice will be issued once a new contract is approved and executed.
SoundThinking is not responsible for any third-party vendor fees (if required) to export data.

If you have any questions concerning this quote, please contact
Nancy Drake - Account Manager at 520.437.3823 or ndrake@soundthinking.com

SOUNDTHINKING™ for greater public safety

SafetySmart™ PLATFORM

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025
Clerk's File #	OPR 2025-0493
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	SHAWNA 370-8534
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0680 - CONFERENCE ROOM AV FOR GARDNER AND ACADEMY

Agenda Wording

Spokane Police Department seeks approval for the purchase of Audio Visual equipment for the Academy classrooms and Gardner conference room.

Summary (Background)

The Spokane Police Department runs training and meetings at the Academy training rooms and the Gardner large conference room. The AV equipment is aging and needs replacement. This project will modernize both rooms. We've selected Bluum as our vendor as they provided a reasonably priced quote that meets department needs. Bluum is well-known in the AV space. They provide AV for many organizations including for classrooms and courtrooms.

What impacts would the proposal have on historically excluded communities?

This project will improve the ability to train our department. A well-trained department will positively impact the entire Spokane community, including historically excluded communities.

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

The department does not plan to track the effect of the AV equipment by demographics.

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

We intend to do a post-implementation survey to ensure that the new equipment is meeting department needs.

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

This project aligns with the Spokane Police Department's Strategic Plan which emphasizes the need for continual training.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 185,783.66
Current Year Cost	$ 185,783.66
Subsequent Year(s) Cost	$ 0

Narrative

Funded for 2025 using the Byrne Technology grant (AV project). $111,006.97 (Gardner) and $74,776.69 (Academy)

Amount		Budget Account
Expense	$ 185,783.66	# 1620-91812-94210-56412-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	SINGLEY, DAVID	PS EXEC REVIEW	YATES, MAGGIE
Division Director	SINGLEY, DAVID	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	Cseidel@spokanepolice.org

BLUUM

CONTRACT STATUS: JUNE 25TH

SPD requested Public Works purchase documentation from Bluum on 6/23. We request permission to brief this purchase at Public Safety Committee on June 30th. We will not move forward to the advanced agenda until the documentation has been received and the contract is back from legal.

Public Safety Committee is suspended for August.

We provided Bluum with the following forms/requests – Bluum has confirmed via email that they are actively working on pulling documentation together:

- AP Vendor ACH Form Fillable.pdf
- Vendor Prep Checklists – Final.pdf
- Business License Exemption Request Form – Rev 03-2025.docx
- Invitation to Bid – Public Works up to $150000 02172025 (1).pdf

We confirmed with State DOR that Bluum has an active Washington State Business License.

Proposal

Design & Integration

Spokane Police Department

A Technology Proposal created for: Refresh Spokane Police Dept

Account Executive: Anthony Capers

Systems Engineer: Gary Mansfeldt

Opportunity Number: 56185 Revision: N/A

bluum™ technology

Scope of Work

Site Address:
Locations

1. Command Center – 1427 West Gardner, Spokane, WA 99201
2. The Spokane Police Academy – 2302 N Waterworks Street, Spokane, WA 99212.
3. Spokane Police Chief's Conference room – 1100 West Mallon Avenue, Spokane, WA 99260.

SCOPE
Spokane Police Department has requested a design-build on three rooms in three locations: The Command Center, Academy Training Rooms (2), and the Chief's Conference Room. Existing equipment is aging with the main issue described as lack of usability and automation not being properly implemented in the past. Construct a proposal using current control technologies to automate room processes and provide the client with easy-to-use experience.

Quote 358225: A - Refresh Spokane Police Dept - Command Center

Command Center

- Microsoft Teams Room Configuration
  - The system will be a dedicated Microsoft Teams Room. User may also start a call from the touch panel itself.
  - A Microsoft Teams Room License and credentials will be furnished by City of Spokane.
- Audio
  - Qty. (6) Ceiling Speakers will provide room coverage for far end microphones and source materials.
  - Qty. (1) Beam Forming Array (BFA) ceiling-mounted microphone will provide equitable pickup of in room voices for distribution to the far side.
- Video
  - The MTR configuration will utilize the 98" display at the front of the room only.
  - Qty. (1) auto-framing and auto-configuring camera will be provided below the display at the front of the room.
- Control
  - The room control systems will be as automated as possible with the few end user controls being system on, system off, room volume up and down.
  - System will auto-detect and route appropriate user AV input to share content in room or to the meeting.
  - Microsoft controls the UI and user experience within the MTR and will operate in accordance with MTR standard User Interface.
- Command Configuration
  - Command Mode will be the alternative configuration for the Command Center space. This will be a password protected mode that will not allow the standard user of the systems to access the system configuration.
- Major functions:
  - Large visuals of multiple sources to allow overall viewing of SPD situations to make informed decisions.
  - The systems will allow complex routing of 11 sources to 11 displays.
  - Ability to spotlight a video feed on the large central monitor for key stakeholders' observation.
- Audio
  - AV routed to the main 98" display will be the audio source for the speakers in the room. The end user will have the ability to mute, unmute, and adjust volume of the audio. In example, a bodycam with audio will be audible in the room if routed to the main display
  - No microphone usage will be configured for this room configuration.
- Video
  - Qty. (10) 65" 4K displays will be installed within the room. Four will be mounted on either side wall, two will be mounted on either side of the large display on the front wall.
  - Qty. (1) 98" 4K Display will be installed at the front of the room between two 65" displays.
  - Default routing configuration will be one-to-one allowing all sources to be viewed on all displays.
  - Complete routing flexibility will be allowed to place any source on any display, with the main function being to spotlight a source on the large display.
  - The system integrates an 'easy button' at each source located to route directly to the large display. In example, the key

stakeholder will be able to walk up to a user's laptop source, press the button, and it will be displayed on the main display.

- Control
    - The main control of the basic room will be done using the Yealink MTR Touch screen.
    - The advanced "Command Control" of the room will be done using a 10" wall mounted Crestron Touch screen
    - Systems will be configured on the touch screens to be as friendly as possible.
    - The main controls screen will feature routing options, volume controls, and system off with confirmation screen.
    - All displays will have physical controls disabled and only control on and off from startup and shutdown of the systems.

Quote 358226 B - Refresh Spokane Police Dept - Academy

The Academy features two combinable classrooms that will be native MTR rooms. Existing systems are currently unused due to poorly programmed systems that do not function correctly. New systems will have simplified controls and relocate the headend rack to the control room at the rear between the classrooms. The main use case is in-room presentations; however, Microsoft Teams Meetings will be available to out of room participants if needed.

- Microsoft Teams Room
    - The system will be a dedicated Microsoft Teams Room. This will allow a user to schedule meetings in advance. The user may also start a meeting from the touch panel itself.
    - Microsoft controls the UI and user experience within the MTR and will operate in accordance with MTR standard User Interface for meeting controls.
    - A Microsoft Teams Room License and credentials will be furnished by City of Spokane.
- Presentation
    - An HDMI input will be provided at each lectern location for in-room presentation as well as ingest to the far side meeting.
    - In the combined state, a single room will be the master controlling room. This will be configured and chosen at the programming stage.
- Audio
    - Qty. (4) Ceiling Speakers will be provided, two for each room.
    - Qty. (2) BFA Ceiling Microphones will be provided, one for each room.
    - During the combined state, the audio systems will be combined to allow for in-room mic and reinforcement coverage for all participants throughout both rooms.
- Video
    - Qty. (4) 65" 4K matching displays will be provided, two in each room with articulating mounts for angled viewing for the participants. The displays will be able to be pushed up to the wall for in-room demonstrations.
    - Qty. (2) Auto-Framing cameras will be provided, one for each room. The cameras can be manually framed for special demonstrations. The cameras will be located at the rear of the room, on the control room walls.
- Control
    - Systems will be programmed with ease of use in mind.
    - The UI and user experience within the MTR will operate in accordance with MTR standard User Interface for meeting controls.
    - Room combination:
        - A single room will become the primary room. This room will be the host for Teams meetings and room control.
        - A single camera, slaved to the master room, will be utilized.
        - Audio systems will become combined, providing full coverage of mic and speakers for both rooms.
        - Either HDMI input may be used, however, the primary room will have control of the systems.
        - Room control touchscreens will be located on the wall, replacing existing touch controllers.
        - All control will be done using the Yealink MTR touch screens utilizing the Yealink VC Deployment with Crestron Series Control Processors
        - The rooms shall automatically detect when in a divide and combine mode.

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Bluum project management staff additional charges may apply.

This proposal assumes all owner furnished equipment is operational and without issues. If issues are discovered to exist with owner furnished equipment, Bluum reserves the right to charge for lost installation time and will provide a solution to fix the issue which may result in a change order.

- Acquire necessary credentials and licensing for conferencing platforms.
- Configure and provide all owner furnished equipment.
- Provide a minimum of a Duplex electrical receptacle mounted at the display location.
- Provide and configure all required network connections.
- Verifying configuration of the network connection prior to Bluum installation date.
- Verify equipment placement with Bluum Project Management.
- Verify cable and conduit pathway is accessible w/ Bluum Project management prior to installation date.
- Provide a clear, clean, and accessible room for the installation.
- Un-interrupted access to the rooms during installation.
- Coordination of parking and building access.

Customer Expectations:
If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases, dedicated cooling units to keep equipment operating at standard temperatures.

Bluum will not be responsible for the condition and functionality of any existing OFE (Owner Furnished Equipment) during the installation process. This includes transitioning product from the process of de-installation to re-installation. Should existing equipment fail or be found to not work properly with our system design, the customer will have the option of sourcing a Bluum approved replacement part or Bluum will offer a billable replacement alternative. If OFE malfunction causes delays in the installation timeframe, additional billable labor charges may apply.

The undersigned authorizes Bluum Technology to proceed in accordance with the proposal including options elected & agrees as a representative of the client to be responsible for payment. By signing the below, the client has read, understands & agrees to the scope of services, client responsibilities, terms & conditions & privacy policy.

Clients Name & Email Address (Please Print): _____

Authorized Signature: _____ **Date:** _____

Quote

#358225

02/14/2025

Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

Bill To

Memo:
A - Refresh Spokane -Command Center

Ship To
Spokane County Sheriff's Office
Spokane Police Department
1100 W Mallon Ave
Spokane WA 99260

Expires	Sales Rep	Contract	Terms
05/15/2025	962 Anthony Capers		NEW

Qty	Item	MFG	Price	Ext. Price
	A - Refresh Spokane Police Department - Command Center			
	----------Video Equipment----------			
1	**CDE9830** ViewSonic CDE9830 98" 4K UHD Digital Display with 450 cd/m2 Brightness, 24/7 Operation and Embedded SoC - 98" Digital Display - 4K UHD 3840 x 2160p - 1.07 Billion Colors - 450 Nit - 8 ms - 60 Hz Refresh Rate - HDMI - 24/7	Viewsonic	$5,127.75	$5,127.75
1	**XTM1U** X-Large Fusion Micro-Adjustable Tilt Wall Mount	Chief - Legrand Brands	$272.21	$272.21
1	**CSSLP15X10** Proximity® Component Storage Slide-Lock Panel	Chief - Legrand Brands	$134.18	$134.18
10	**65UH5J-H** LG 65" UHD, IPSPanel Technology, 500nit, 3840X2160	LG	$1,386.00	$13,860.00
10	**MTM1U** Medium Fusion Micro-Adjustable Tilt Wall Mount	Chief - Legrand Brands	$144.19	$1,441.90
12	**DM-NVX-E20** DM NVX® 4K60 4:2:0 Network AV Encoder	Crestron	$544.50	$6,534.00
13	**DM-NVX-D200** DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	Crestron	$660.00	$8,580.00
	----------Conferencing Equipment----------			
1	**Integration Item** MVC860-C5-000 Teams Rooms System for Medium to Large Rooms. Includes: MCore Pro Mini-PC, MTouch Plus Touch Panel, UVC86 4K Intelligent Tracking PTZ Camera, RoomSensor Motion Sensor	Yealink	$3,877.50	$3,877.50

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Qty	Item	MFG	Price	Ext. Price
1	**MXA920W-S+P300-V** Bundle: 1 MXA920W-S and 1 P300-IMX	Shure	$4,780.60	$4,780.60
6	**MXN5W-C** MXN5W-C 5.25 INCH WHITE CEILING DANTE LOUDSPEAKER	Shure	$374.00	$2,244.00
	----------Control System----------			
10	**Integration Item** HTT-B2EX-BATT-B-T, Battery-Powered infiNET EX® 2-button Wireless Keypad, Black Textured	Crestron	$121.00	$1,210.00
1	**MC4** 4Series Control System	Crestron	$968.00	$968.00
1	**TSW-1070-B-S** 10.1 in. Wall Mount Touch Screen, Black Smooth	Crestron	$1,677.50	$1,677.50
1	**TSW-UMB-70** Universal Mounting Bracket for TSW-70 Series	Crestron	$24.20	$24.20
1	**GSM4248UX-100NAS** Netgear M4250-40G8XF-PoE++ AV Line Managed Switch	Netgear	$4,868.74	$4,868.74
	----------A/V Furniture and Rack(s)----------			
1	**RCS-3524** Essex RCS Series Pre-Configured Rack - RCS-3524	Middle Atlantic - Legrand Brands	$1,017.23	$1,017.23
1	**PWR-24-V** Vertical Power Distribution 24 Outlet, 15 Amp	Middle Atlantic - Legrand Brands	$99.00	$99.00
	----------Other Equipment and Services----			
3,000	**24-4P-P-L6-EN-BLK** Plenum CAT6 priced per foot	Liberty	$0.37	$1,110.00
12	**PC-G1960-E-P-C** Panelcrafters precision manufactured bulk wire plate with 1 7/8th inch grommet hole	Liberty	$14.91	$178.92

358225

Quote

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Qty	Item	MFG	Price	Ext. Price
16	**NFHD18G-3PROBLK** NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	Comprehensive	$12.06	$192.96
10	**NFHD18G-6PROBLK** NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 6ft	Comprehensive	$14.94	$149.40
4	**CAT6-7BLK** Cat6 550 Mhz Snagless Patch Cable 7ft	Comprehensive	$3.73	$14.92
12	**CAT6-3BLK** Cat6 550 Mhz Snagless Patch Cable 3ft Black	Comprehensive	$2.59	$31.08
1	**Custom Cables, Connectors, and Hardware** Custom Package of Cables, Connectors and Hardware		$4,814.00	$4,814.00
1	**Services - Integration** Integration and Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. OR Integration and Installation Services (Union/Prevailing Wage; Normal Business Hours) Includes Standard 90 day Installation Warranty https://www.bluum.com/standard-service-warranty		$19,473.56	$19,473.56
1	**Programming and Configuration** Programming and Configuration Completed in the Field or In House - Includes 90-day Programming Warranty; allowing for modifications to be made to the initial functionality within this time frame at no charge. Appointment times determined by Bluum. Changes requested after this time will be billable at standard hourly rates.		$19,286.61	$19,286.61

Subtotal	$101,968.26
Tax Total (9%)	$5,979.66
Shipping Cost	$3,059.05
Total	$111,006.97

Thank you,

Anthony Capers

E: anthony.capers@bluum.com

bluum.com

358225

Quote

#358225

02/14/2025

Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

To accept this quotation, sign here : _____

Printed Name/Title/Date : _____

Shipping and Billing Address listed on quote are accurate : [ ]Yes [ ]No

This document is subject to the terms and conditions found here: www.bluumtech.com/terms-conditions. For quotes over $25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.

358225

Quote

#358226

02/14/2025

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Bill To

Memo:
B - Refresh Spokane - Academy

Ship To

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1100 W Mallon Ave
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Expires	Sales Rep	Contract	Terms
05/15/2025	962 Anthony Capers		NEW

Qty	Item	MFG	Price	Ext. Price
	B - Refresh Spokane Police Department - Academy			
	----------Video Equipment----------			
4	**65UH5J-H** LG 65" UHD, IPSPanel Technology, 500nit, 3840X2160	LG	$1,386.00	$5,544.00
4	**TS525TU** Thin Swing Arm Large	Chief - Legrand Brands	$445.80	$1,783.20
2	**DM-NVX-E20-2G-B-T** DM NVX® 4K60 4:2:0 Network AV Encoder, Wall Plate, Black Textured	Crestron	$660.00	$1,320.00
4	**DM-NVX-E20** DM NVX® 4K60 4:2:0 Network AV Encoder	Crestron	$544.50	$2,178.00
4	**DM-NVX-D200** DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	Crestron	$660.00	$2,640.00
	----------Conferencing Equipment----------			
2	**Integration Item** MVC860-C5-000, Teams Rooms System for Medium to Large Rooms. Includes: MCore Pro Mini-PC, MTouch Plus Touch Panel, UVC86 4K Intelligent Tracking PTZ Camera, RoomSensor Motion Sensor	Yealink	$3,877.50	$7,755.00
2	**Integration Item** MVC-BYOD-EXTENDER, Yealink BYOD Extender for MVC Kits	Yealink	$330.00	$660.00
2	**MXA920W-S+P300-V** Bundle: 1 MXA920W-S and 1 P300-IMX	Shure	$4,780.60	$9,561.20

358226

bluum technology

Quote

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Qty	Item	MFG	Price	Ext. Price
4	**MXN5W-C** MXN5W-C 5.25 INCH WHITE CEILING DANTE LOUDSPEAKER	Shure	$374.00	$1,496.00
1	**YEA-AVHUB** YEALINK AUDIO/VIDEO HUB	Yealink	$1,701.95	$1,701.95
	----------Control System----------			
1	**RMC4** 4-Series™ Control System	Crestron	$605.00	$605.00
1	**GLS-PART-CN** Cresnet¨ Partition Sensor	Crestron	$487.30	$487.30
1	**GSM4230P-100NAS** Netgear M4250-26G4F-PoE+ AV Line Managed Switch	Netgear	$1,248.80	$1,248.80
	----------A/V Furniture and Rack(s)----------			
1	**RCS-2724** 27SP Floor Rack With 24" Depth	Middle Atlantic - Legrand Brands	$896.94	$896.94
1	**PWR-16-V** Vertical Power Distribution, 16 Outlet, 15 Amp	Middle Atlantic - Legrand Brands	$89.10	$89.10
	----------Other Equipment and Services--------			
2,000	**24-4P-P-L6-EN-BLK** Plenum CAT6 priced per foot	Liberty	$0.37	$740.00
6	**PC-G1960-E-P-C** Panelcrafters precision manufactured bulk wire plate with 1 7/8th inch grommet hole	Liberty	$14.91	$89.46
4	**NFHD18G-3PROBLK** NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	Comprehensive	$12.06	$48.24
6	**NFHD18G-6PROBLK** NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 6ft	Comprehensive	$14.94	$89.64

Quote

#358226

02/14/2025

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Qty	Item	MFG	Price	Ext. Price
2	**NFHD18G-9PROBLK** NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black 9ft	Comprehensive	$17.24	$34.48
4	**CAT6-3BLK** Cat6 550 Mhz Snagless Patch Cable 3ft Black	Comprehensive	$2.59	$10.36
4	**CAT6-7BLK** Cat6 550 Mhz Snagless Patch Cable 7ft	Comprehensive	$3.73	$14.92
1	**Custom Cables, Connectors, and Hardware** Custom Package of Cables, Connectors and Hardware		$3,261.00	$3,261.00
1	**Services - Integration** Integration and Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. OR Integration and Installation Services (Union/Prevailing Wage; Normal Business Hours) Includes Standard 90 day Installation Warranty https://www.bluum.com/standard-service-warranty		$14,902.16	$14,902.16
1	**Programming and Configuration** Programming and Configuration Completed in the Field or In House - Includes 90-day Programming Warranty; allowing for modifications to be made to the initial functionality within this time frame at no charge. Appointment times determined by Bluum. Changes requested after this time will be billable at standard hourly rates.		$11,554.56	$11,554.56

Subtotal	$68,711.31
Tax Total (9%)	$4,004.04
Shipping Cost	$2,061.34
Total	$74,776.69

Thank you,

Anthony Capers

E: anthony.capers@bluum.com

bluum.com

358226

Quote

#358226

02/14/2025

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To accept this quotation, sign here : _____

Printed Name/Title/Date : _____

Shipping and Billing Address listed on quote are accurate : [ ]Yes [ ]No

This document is subject to the terms and conditions found here: www.bluumtech.com/terms-conditions. For quotes over $25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.

358226

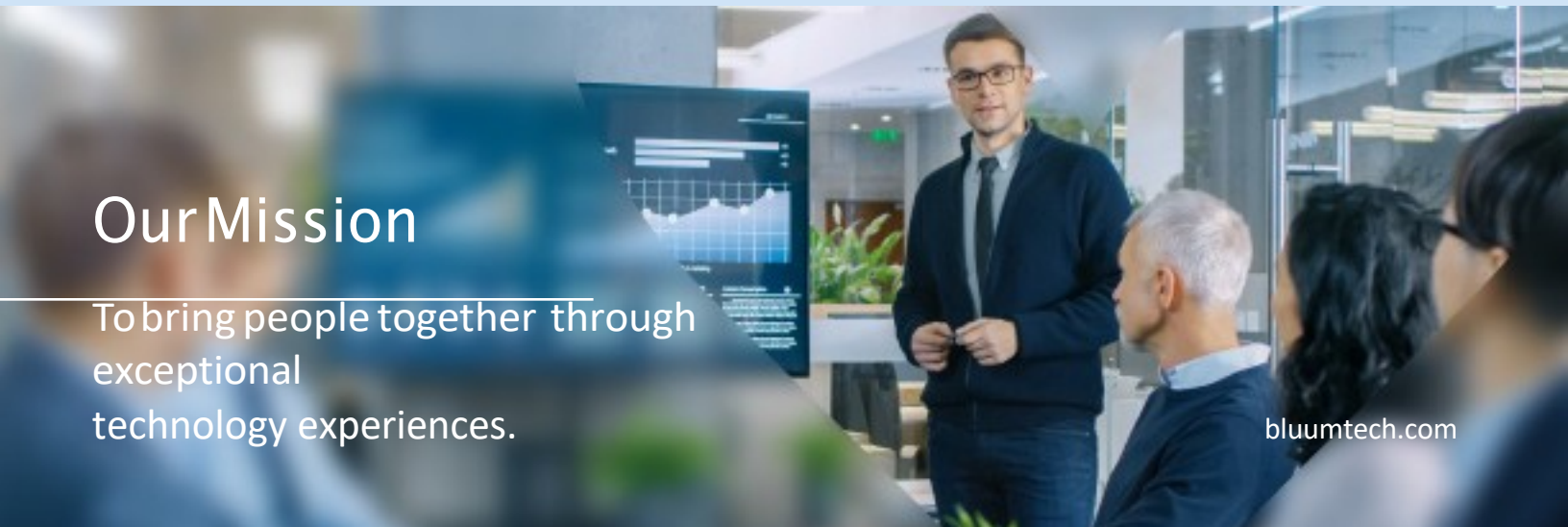
Proposal Summary

			Check the quotes intended for purchase.	
A - Refresh Spokane Police Dept - Command Center	-	$	111,006.97	☐
B - Refresh Spokane Police Dept - Academy	-	$	74,776.69	☐
Project Total	**:**	**$**	**185,783.66**	

Cultivate Possibility

With the hyper-accelerated transition to technology-based work and learning, organizations and businesses are seeking deeper partnerships with solutions providers that can deliver more than a sale. True partners take time to listen and understand your needs, and are vested in helping you achieve your goals and deliver results.

The act of 'blooming' signals a moment of transformation when the right people, knowledge and resources come together to create something greater than the sum of its parts. We help organizations like yours digitally transform the way you work and learn to unlock greater value, and bloom where you are planted.



Our Mission

To bring people together through exceptional technology experiences.

Experience the power of partnership at its best. Beyond delivering leading-edge technology solutions, Bluum Technology provides guidance, services and support to optimize the value of your investments throughout the technology lifecycle.

Strategy

We aim to develop and maintain a long-term partnership with you. Why? It helps ensure we not only design, build and support the solution you need, but deliver results that help your organization grow.

- Improved engagement
- Greater productivity
- Optimized costs
- Increased brand value

Design

Bluum Technology, together with our vendor partners, provides full consultation to design and power your on-site and remote workspaces and meeting rooms.

The Bluum team will continue to support you long after the project is complete.

Integration & Installation

We use a thorough pre-implementation planning process that starts with a dedicated project manager who oversees the implementation.

Site visits confirm the scope and site are in alignment before our certified technicians begin installation.

Professional Development

Once your solution is installed, Bluum Technology can help you increase user adoption, engagement and collaboration.

Our team of professional development instructors provides a variety of training programs to empower your workforce to use technology for improved collaboration and productivity.

Technical Support

Bluum Technology provides 24/7 technical support via phone or email through our easy-to-access helpdesk.

Our dedicated service team is the largest in the market and maintains numerous industry certifications to enable quick resolution to any support needs.

Maintenance

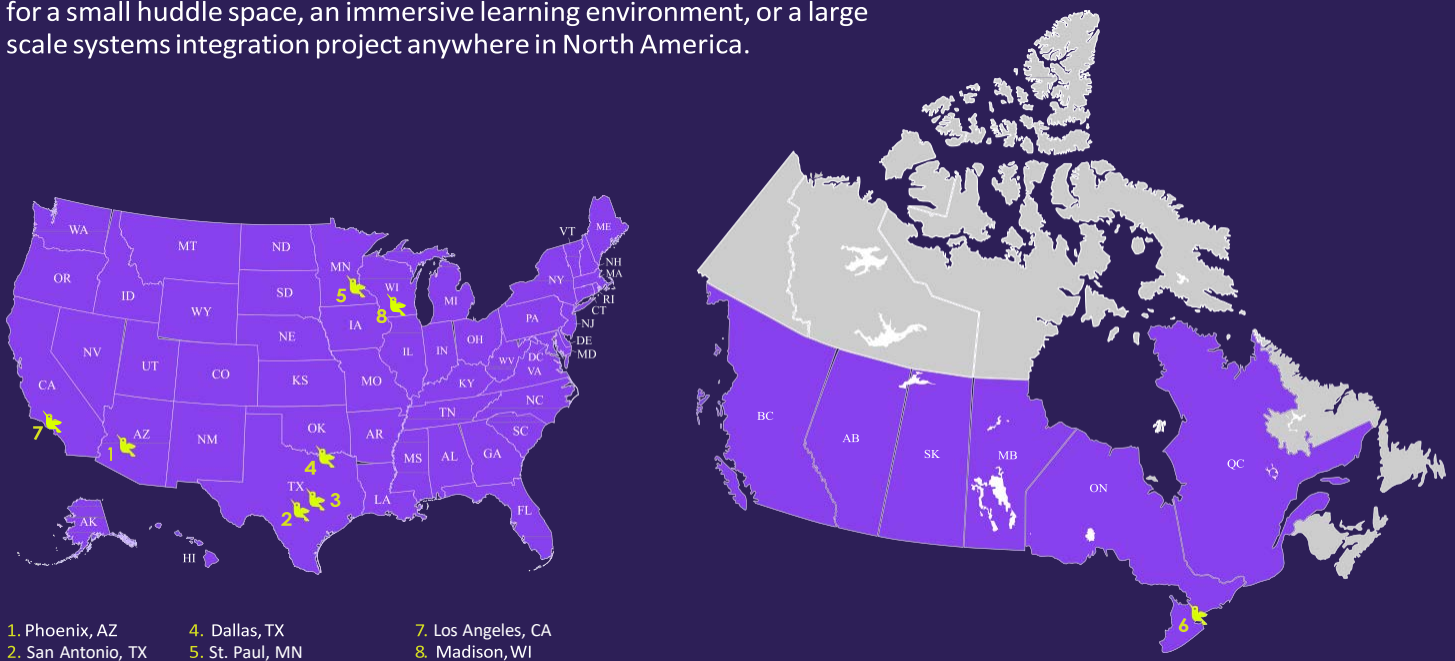
Our national network of experienced integrators and installers can provide service anytime, anywhere including:

- Local repair and service dispatch
- Preventative maintenance contracts
- Service level agreements
- Installation of firmware and software updates
- Maintenance reports
- No-cost consultation on system upgrades

bluumtech.com

ABOUT US

We can handle all your technology needs—whether designing a solution for a small huddle space, an immersive learning environment, or a large scale systems integration project anywhere in North America.



1. Phoenix, AZ
2. San Antonio, TX
3. Austin, TX
4. Dallas, TX
5. St. Paul, MN
6. Markham, ON (CAN)
7. Los Angeles, CA
8. Madison, WI

BY THE NUMBERS

780+ on Team Bluum

40+ Years in Business

3x Revenue Growth Since 2019

7.0M+ Products Sold Annually

50 State Coverage

10K+ Projects Completed

HONORS & INDUSTRY RECOGNITION

AVIXA Certification
AV Provider of Excellence

No. 50 on Solutions Provider 500 List (2021)
CRN Magazine

INC. 5000 Honoree – Fastest Growing Company (2021)
Inc. Magazine

Fastest Growing Company (2021) Phoenix Business Journal

No. 10 Systems Integrator (2021)
Top 50 Systems Integrators List
Systems Contractor News

WINNER – Fast 50 Award (2018)
Twin Cities Business Journal

No. 56 on Fast Growth 150 List (2021)
CRN Magazine

WINNER – Best AV Company (2016, 2017)
TCB Magazine

bluum™
technology

Bluum Technology (formerly Trox+Tierney) has been helping customers improve communications, collaboration and uncover more value for over 40 years. As a true partner, we are with you every step of the way – from consultation, planning and design through integration, installation and beyond. With a solid understanding of how technology can be leveraged to create exceptional user experiences, we can help you derive the greatest benefits and maximize overall value of your technology investments.

We are confident that we can provide the right mix of expertise, products and services to effectively support your requirements. If you need more information, please contact us at 612-331-5500. If you need more perspective on how we work with our customers, we'll be happy to connect you with some references.

We look forward to the opportunity to partner with you soon.

bluumtech.com

BLUUM OF MINNESOTA LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
YES4MCT5KMD8	**0Y7A2**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 7, 2026**	
Physical Address	Mailing Address	
1771 Energy Park DR STE 100 **Saint Paul, Minnesota 55108-2720** **United States**	**1771 Energy Park DR** **STE 100** **St. Paul, Minnesota 55108-2720** **United States**	

Business Information

Doing Business as	Division Name	Division Number
BLUUM OF MINNESOTA LLC	**Bluum Of Minnesota, Llc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Minnesota 04	**Minnesota / United States**	**bluum.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 11, 2025	**Mar 7, 2025**	**Aug 28, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 1, 1979	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**0Y7A2**

Points of Contact

Electronic Business

Sarah Brown

1771 Energy Park Drive
St. Paul, Minnesota 55108
United States

Government Business

Sarah Brown

1771 Energy Park Drive
St. Paul, Minnesota 55108
United States

Past Performance

Ankit Narula, Collection Team Lead

1771 Energy Park Drive
St. Paul, Minnesota 55108
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**423620**	**Household Appliances, Electric Housewares, And Consumer Electronics Merchant Wholesalers**
	334111	**Electronic Computer Manufacturing**
	334290	**Other Communications Equipment Manufacturing**
	334310	**Audio And Video Equipment Manufacturing**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/24/2025		
Clerk's File #	OPR 2025-0490		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	HGAC CONTRACT
Contact Name/Phone	TOM WILLIAMS (509)625-7002	**Requisition #**	RE 20771
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1970 FIRE - APPROVAL TO PURCHASE TWO NEW PIERCE FIRE ENGINES		

Agenda Wording

Approval to purchase two new Pierce Fire Engines from Hughes Fire Equipment.

Summary (Background)

Spokane Fire Department is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The Spokane Fire Department fleet management goal is to remove fire engines from front line service and place them in reserve status after 12 years of service. These Engines meet current National Fire Protection Agency safety standards, providing a greater margin of safety for firefighters and citizens. These new Engines will be identical to previous Pierce Engines, which allow for efficiencies in operations and maintenance. Additionally, these new Engines have significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risks.

What impacts would the proposal have on historically excluded communities?

Not applicable – This request for approval is for apparatus 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 apparatus 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 apparatus 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. These apparatus meet the Sustainability Action Plan by having a clean diesel motor with lowered emissions. Additionally, SFD used competitive bidding between different manufacturers to garner lower costs and faster build times. Costs include all applicable taxes and makes use of a chassis progress payment discount.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,525,684.62
Current Year Cost	$ 2,525,684.62
Subsequent Year(s) Cost	$ N/A

Narrative

SFD seeks approval to purchase two new Pierce Fire Engines to meet fleet management goals, provide for safer and more reliable apparatus, and continue efficiencies in operations and maintenance. Funding to come from Community Safety Sales Tax dollars.

Amount		Budget Account
Expense	$ 2,525,684.61	# 5903-79126-94220-56404-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	REDING, RYAN	PURCHASING	PRINCE, THEA
Division Director	O'BERG, JULIE	PS EXEC REVIEW	YATES, MAGGIE
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Tom Williams tmwilliams@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Thea Prince tprince@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of Spokane, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
   b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
   c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
   d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
   e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $2,525,684.61 ("Purchase Price"). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pricing for option changes that result in a deduction will be based on the option price at the time of order placement. Pricing for additions will be based on the pricing level at the time of the change request. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 26 to 29 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Spokane, Washington. Risk of loss shall pass to Customer upon

Delivery. Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company	Customer
Hughes Fire Equipment Inc.	City of Spokane
910 Shelley Street	808 W Spokane Falls Blvd
Springfield, Oregon 97477	Spokane, Washington 99201

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

a. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the Effective Date of this Agreement. Any price increase for major components of the Product will be passed on to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the price may be required prior to the listed expiration date, or after order placement. If necessary, this will appear as a separate line item on invoices.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened ligation that would impact its ability to fulfill the obligations committed herein.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.	**CUSTOMER: City of Spokane**
Name:_____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____
Signature:_____	Signature:_____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of Spokane

Quantity	Chassis / Body Type – Description	Price Total
Two (2)	Pierce Enforcer PUC Pumpers AS989	$2,349,138.00
Less	Chassis progress payment discount	(36,240.00)
	Subtotal	$2,312,898.00
Plus	Washington state sales tax @ 8.90%	205,847.92
Plus	Washington state motor vehicle tax 0.30%	6,938.69
	TOTAL	**$2,525,684.61**

Warranty Period: Standard per HFE Proposal AS989 submitted on June 19, 2025

Training Requirements: Standard per HFE Proposal AS989 submitted on June 19, 2025

Other Matters: (a) A performance bond will be provided after order placement. (b) Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. (c) Purhcased utilizing HGAC contract no. FS12-23.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A chassis progress payment in the amount of $1,207,994.00 is due 90 days prior to the ready for pick up from factory date. An invoice will be provided 30 days prior to the due date. If payment isn't made when due $36,240.00 will be added to the final invoice. Final Payment, including any changes made during the manufacturing process, is due 30 days after the apparatus leaves the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2025 BETWEEN COMPANY AND CITY OF SPOKANE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

WARRANTY

STANDARD PER HFE PROPOSAL AS989 SUBMITTED ON JUNE 19, 2025

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL AS989 SUBMITTED ON JUNE 19, 2025

HUGHES FIRE EQUIPMENT

June 19, 2025

Spokane Fire Department, WA
Two (2) Enforcer PUC Pumpers AS989
Build Location: Appleton, WI

Proposal Price	$2,349,138.00	
Washington State sales tax @ 8.90%		209,073.28
Washington State motor vehicle tax @ 0.30%		7,047.41
Total Bid Price Including Sales Tax		*$2,565,258.69*
Less chassis progress payment discount	(36,240.00)	
Subtotal including all pre-pay discounts	$2,312,898.00	
Washington State sales tax @ 8.90%		205,847.92
Washington State motor vehicle tax @ 0.30%		6,938.69
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$2,525,684.61*

Terms:

Price Expiration: The above pricing is valid until July 24, 2025.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

Multiple Unit Pricing: Multiple unit pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered, manufactured and delivered at the same time, revised pricing will be required.

Delivery: As currently configured, the unit qualifies for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. As long as the unit stays within the BMP program, the expected delivery is 26 to 29 months. All changes to the apparatus will be communicated to the customer. If the changes made disqualify the unit for the BMP program, delivery will be extended and a price increase will be required. The current standard delivery time is 49 to 54 months.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$1,207,994.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

a. Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

b. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$7,479.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$13,000.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **three (3)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **$2,400.00** per traveler (per trip) will be deducted from the final invoice.

Cancellation: Cancellation requests after order submission may be subject to cancellation fees.

Acceptance of Proposal:

a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.

b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.

ii. Purchase order must reference **"Two (2) Enforcer PUC Pumpers AS989 dated 06/19/2025."**

iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

iv. Purchased order should reference, **"Purchased utilizing HGACBuy Contract FS12-23."**

v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.

Customer Signature: _____

Date: _____

PO # (if applicable): _____

Proudly serving you, while you serve your communities since 1987

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/24/2025		
Clerk's File #	OPR 2020-0604		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	TOM WILLIAMS (509)625-7002	**Requisition #**	MASTER
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	1970 FIRE - CONTROL SOLUTIONS NW HVAC CONTRACT RENEWAL		

Agenda Wording

Request to approve a two-year renewal of the current contract with Control Solutions Northwest for Heating, Ventilation, and Air Conditioning monitoring, service, and repair at the Training Complex and Dispatch Center.

Summary (Background)

Control Solutions Northwest (CSN) has been providing monitoring, service, and repair for the Heating, Ventilation, and Air Conditioning systems at the Training Complex and Dispatch Center for many years with recent upgrades to the control systems. Since much of this equipment is proprietary, (CSN is the regional Sole Source Provider of Schneider branded components) it makes sense for CSN to continue providing this service. Renewing the contract ensures uninterrupted monitoring, service, and repair of critical infrastructure at the Dispatch Center.

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?

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 – obtain timely repairs and upgrades to fire stations and other facilities.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 180,000
Current Year Cost	$ 90,000
Subsequent Year(s) Cost	$ 90,000

Narrative

Two-year contract renewal with Control Solutions NW for HVAC monitoring, service, and repair to maintain critical infrastructure at the Training Complex and Dispatch Center.

Amount		Budget Account
Expense	$ 180,000	# various
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.)

None

Approvals		Additional Approvals	
Dept Head	REDING, RYAN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	WILLIAMS, TOM M.	PURCHASING	NECHANICKY, JASON
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Tom Williams tmwilliams@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Thea Prince tprince@spokanecity.org	Kyle Haugen khaugen@spokanecity.org

City Clerk's No. OPR 2020-0604

CITY OF SPOKANE
FIRE DEPARTMENT

CONTRACT RENEWAL

Title: HVAC PREVENTATIVE MAINTENANCE FOR FIRE DEPARTMENT AND DISPATCH CENTER

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane, Washington 99212 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 Care and Maintenance of its HVAC systems for Spokane Fire Department and Dispatch Center Facilities; and

WHEREAS, the Parties have agreed to a final two (2) year renewal,.

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

1. CONTRACT DOCUMENTS.
The Contract, dated July 29, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on July 1, 2025 and shall run through June 30, 2027.

3. COMPENSATION.
The City shall pay an additional annual amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS** (**$90,000.00**), plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

CONTROL SOLUTIONS NORTHWEST, INC.	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

25-143

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

SUPPORT SERVICES AGREEMENT

CUSTOMER:
City of Spokane Fire Dept.
44 W. Riverside Ave.
Spokane, WA 99201

CSN:
Control Solutions Northwest, Inc.
7222 E Nora Ave
Spokane Valley, WA 99212

Services to be provided at the following Location(s):

1610 N. Rebecca INHS/SFD Maintenance
1618 N. Rebecca SFD Training Admin
1620 N. Rebecca Combined Dispatch Center
1614 N Rebecca Field House

CSN agrees to provide the support services described in this agreement in accordance with the following terms and conditions:

Services Agreement and Schedules include all schedules in this agreement and as indicated below:

- ☒ Air Filter Service
- ☐ Fire/ Life Safety Services
- ☐ CCTV, Video Surveillance
- ☐ Alarm Monitoring Service
- ☒ DDC End-Device Hardware Support
- ☐ FMS & DDC Hardware Support
- ☒ FMS & DDC Software Support
- ☒ HVAC Support
- ☐ HVAC Equipment Schedule
- ☐ Water Treatment Services
- ☐ Additional Support Services
- ☒ See Additions Page

Terms and Payment
This Service Agreement shall begin on the 1st day of July, 2025 and shall continue for a period of **Two (2) years** and from year to year thereafter until terminated.

After the initial term, this Support Service Agreement will remain in effect and either party may terminate this Agreement upon thirty-calendar days written notice prior to the anniversary date of the Agreement. The contract price shall be subject to adjustment yearly to recognize any changes in costs. Adjustments will generally be consistent with US Department of Labor Employment Cost Index, but will not exceed 5% annually, unless the scope of services is amended by formal modification of this agreement. Notice of proposed adjustments to the annual price will be provided at least sixty calendar days prior to Agreement renewal date.

CSN agrees to furnish the services as described in this Agreement for the total annual sum of:
$37,750.00 (Thirty-Seven Thousand Seven Hundred Fifty Dollars and no 00/100) plus applicable taxes.

Year 3 option $39,185.00

Invoices will be issued Quarterly.
Payment will be made within 30 calendar days of invoice date.

This agreement, including the attached pages, special conditions, addendum, and attachments constitutes the entire agreement and shall become a valid contract after Customer acceptance and credit approval by CSN. This Agreement supersedes all prior presentations and agreements not incorporated herein.

This Agreement Submitted by **Control Solutions Northwest Inc**	This Agreement is accepted by **City of Spokane**	This Agreement approved by **Control Solutions Northwest Inc**
By _____	By _____	By _____
Name Jake Radtke	Name _____	Name Jerri Quates
Title Sales	Title _____	Title Administrator
Date _____	Date _____	Date _____

GENERAL CONDITIONS

1. GENERAL This Agreement applies only to equipment installed prior to effective date of this Agreement and as described in this Agreement. Normal working hours (8 a.m. to 5 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise stated, including major repairs performed under this Agreement.

2. ACCESS It is agreed that the Customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, Company shall be permitted, with Customer's prior consent, to start and stop all primary equipment incidental to the operation of the mechanical system.

3. DAMPERS AND VALVES Removal and installation of dampers and valves are not covered under this Agreement, unless specifically provided for.

4. REPAIRS This Agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted to Customer for prior approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the Agreement price adjusted accordingly.

In the event Company is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Company's control, the Customer shall reimburse Company for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

If equipment becomes non-repairable due to unavailability of replacement parts, Company will promptly notify Customer and then, at Company's option, may remove the equipment from the contract and Company will not be required to maintain or service such equipment as a part of this Agreement and the contract price shall be adjusted accordingly. However, Company will assist the Customer in replacing the equipment at prevailing service rates.

Customer is responsible for the replacement or repair of non-moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring.

5. MODIFICATIONS If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, Company, at its sole option, reserves the right to terminate or re-negotiate this Agreement based on the condition of the system after the changes have been made.

6. MONITORING SERVICES If monitoring services are provided herein, Customer acknowledges that Company provides no guarantee or liability over loss or damage that may occur due to monitoring device failure. In no event will Company's liability exceed the purchase price paid under this contract.

7. LIABILITY Company shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by Company's agents, employees or subcontractors. Under no circumstances shall Company be liable for any incidental, special, or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. In no event shall Company's liability in warranty or contract exceed the purchase price paid under this contract.

8. INSURANCE Company will carry and maintain General Liability, Automobile Liability, and Worker's Compensation insurance with reputable insurance carriers authorized to do business in the state in which the activities will be performed and will provide Customer evidence of such insurance prior to the activities of Company's personnel on Customer's premises.

9. FORCE MAJEUR Company and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Company impractical: strikes, fires, war, late or non-delivery by suppliers of Company, and all other contingencies beyond the reasonable control of Company.

10. TAXES Customer shall pay, in addition to the contract price, the amount of all applicable taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Agreement relates, exclusive of ordinary personal property taxes assessed against Company.

11. EXTRAS Company shall not be held responsible for service and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes. Customer shall pay extra for such service.

12. REQUIREMENTS OF AUTHORITIES Customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.

13. TERMINATION FOR NONPAYMENT Company reserves the right to suspend or terminate this Agreement for nonpayment by Customer; provided, Customer does not cure such payment default within ten (10) days of written notice by Company. In the event of such suspension or termination for nonpayment, Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' fees, and interest (at the legally permitted limit not to exceed 1½% per month) incurred by Company in connection with any amount due Company from Customer.

14. ENTIRETY This agreement supersedes any prior negotiations, oral or written, and shall be binding on the parties' heirs, executors, administrators and assigns. No modifications may be made to this agreement unless in writing and executed by both parties' authorized representatives.

SUPPORT SERVICES AGREEMENT

SERVICES AGREEMENT

Control Solutions Northwest will service and support the system or equipment listed in the attached Schedule of Equipment or will service and support the system or equipment listed in these schematic drawings:

All products and systems installed under the Invensys Performance Contract, and as detailed on control drawing.

I. SCHEDULED SUPPORT SERVICES

1. Specially trained technicians, engineers and mechanics are available to perform the necessary tasks to ensure that your equipment and systems are properly supported.
2. Each piece of covered equipment receives an annual inspection and preventive maintenance as appropriate. In addition, periodic tests and adjustments are made to ensure efficient and reliable operation of other major components.
3. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at peak level.
4. Maintenance intervals will be determined by our experience, manufacturers' recommendations, usage, location and run-time intervals unless otherwise noted.
5. A service report will be completed after each call and provided to the Customer. A duplicate record will be kept at Control Solutions Northwest to update the history of the work performed.
6. A listing of typical service procedures is given in the attachments, which follow.

II. REPAIR SERVICES

If in the course of a service call, it is determined that a repair to the covered system or a replacement of a component within the system would be beneficial, the following repair coverage has been included:

Preferred Labor & Materials: Included? Yes ☒ No ☐

For non-covered services you will be advised of the defect. Subject to approval by an authorized agent of the Customer, work will be performed on a preferred time and material basis.

Priority Labor & Materials: Included? Yes ☐ No ☒

All of the necessary unscheduled emergency labor to restore, repair or replace the equipment on the list of maintained equipment during Control Solutions Northwest normal working hours is included. Any material replacement will be invoiced on a preferred pricing basis, unless comprehensive coverage is also included.

Comprehensive Coverage (*Controls Only*) Included? Yes ☐ No ☒

The labor and material components and parts necessary to restore covered equipment to normal operation are included. These replacements will be of like or current design to prevent system depreciation or obsolescence. All work will be performed during the normal working hours of Control Solutions Northwest.

24-Hour Coverage (*Controls Only*): Included? Yes ☐ No ☒

This coverage includes back-up emergency services for critical responses on a 7-day/week, 24-hour/day basis.

`2-/ = ===/

Preventative Maintenance Agreement includes the following:

Control Systems & Mechanical including filter replacement (labor, SMRC membership)
$37,750

Control system only:
24-hour emergency service (defined on page 3 of this document)
Comprehensive coverage (defined on page 3 of this document)
Control system component replacement
Labor associated with control system replacement
Remote Access Only

Annual Monitoring Cost (CSN receiving alarms from BMS)

Emergency, after hour and holiday repair rate:
$225 per hour

Emergency response time:
Two hours from CSN notification

Parts mark up:
1.53%

Straight time repair:
$150.00 per hour

Travel cost per call:
No charge

License Information:

New search Back to results

Entity name: CONTROL SOLUTIONS NORTHWEST, INC.

Business name: CONTROL SOLUTIONS NORTHWEST, INC.

Entity type: Profit Corporation

UBI #: 602-240-826

Business ID: 001

Location ID: 0001

Location: Active

Location address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

Mailing address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

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
Cheney General Business - Non-Resident				Active	Oct-31-2025	Jun-30-2021
Liberty Lake General Business - Non-Resident				Active	Oct-31-2025	Jul-19-2016
Richland General Business - Non-Resident	F03			Active	Oct-31-2025	Feb-07-2012
Spokane General Business - Non-Resident	T12039912BL			Active	Oct-31-2025	Oct-15-2012
Spokane Valley General Business	01191			Active	Oct-31-2025	Feb-16-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LAYMAN, MICHAEL (MIKE)	

Owners and officers	Title
RUIZ, RICARDO	

Registered Trade Names

Registered trade names	Status	First issued
CSN	Active	Sep-16-2019

The Business Lookup information is updated nightly. Search date and time: 6/4/2025 8:30:44 AM

Contact us

How are we doing?
Take our survey!

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

CONTSOL-01 CWHEELER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2025

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
Acrisure Northwest Partners Insurance Services, LLC
19401 40th Ave W, Suite 440
Lynnwood, WA 98036

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 442-1281 FAX (A/C, No): (425) 291-5100
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Lloyd's	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Control Solutions Northwest, Inc.
7222 E. Nora
Spokane Valley, WA 99212

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	A0239740004	2/17/2025	2/17/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	A0239740001	2/17/2025	2/17/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	A0239740005	2/17/2025	2/17/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional			ANE1321604.25	2/17/2025	2/17/2026	Limit	1,000,000
B	Pollution			ANE1321604.25	2/17/2025	2/17/2026	Limit	1,000,000

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

RE: Replacement of Failed Compressor for RTU No. 5

City of Spokane Fire Department and the City of Spokane are additional insured per endorsements #CG7125 0622, #CA7057 0622, & #EU7000 0922. Waiver of Subrogation per endorsement #CG7125 0622, CA0444 1013, & #EU7101 1219. Primary & Non-Contributory per endorsement #CG7125 0622, #CA7601 0615, & #EU7091 0515. Per Project Aggregate per the attached endorsement #CG7118 0620.

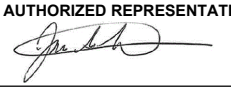
CERTIFICATE HOLDER

City of Spokane Fire Dept
44 W. Riverside
Spokane, WA 99201-0189

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: Control Solutions Northwest, Inc.

Endorsement Effective Date: 2/17/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization where required by written contract.
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.

© Insurance Services Office, Inc., 2011

1 00001 0000000000 24046 0 N a017017b-4bf2-4f47-ba70-69c7b7ce4b28

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and

2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

A. Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and

2. After the execution of such written contract, and

3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

B. This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

1. The person or organization is a Named Insured under such other insurance; and

2. Prior to the "accident" 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 person or organization.

3. Waiver of Transfer of Rights of Recovery

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

A. Under a written contract or agreement with such person(s) or organization(s), and

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

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

A. Paragraph **2.a.(2)** is amended to pay up to $3,000 for cost of bail bonds; and

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B. Paragraph **2.a.(4)** is amended to pay for loss of earnings up to $500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion **B.3.a**. under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered “auto” that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

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".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "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.

2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.

2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".

B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.

C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:

(1) $75,000

(2) The actual cash value of the hired "auto" at the time of the "loss"

(3) The cost of repairing or replacing the hired auto" with other property of like kind and quality

D. The following deductible provisions apply:

(1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.

E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the policy's Physical Damage Coverage; and

(2) Any:

(a) Overdue or any deferred lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned 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.

B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage:**

A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations.

There must be evidence of forced entry for loss caused by theft.

B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.

C. The most we will pay for any one "loss" under this coverage extension is $2,000. No Physical Damage Coverage deductible applies to this coverage extension.

D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.

E. The coverage extension does not apply to the following property:

(1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;

(2) Tools;

(3) Jewelry, precious metals and loose gems;

(4) Money and securities; or

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(5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV – Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV – Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud:**

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

B. The following definition is added to **Section V – Definitions:**

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

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

Named Insured: Control Solutions Northwest, Inc.
Endorsement Effective Date: 2/17/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” 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 person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against 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.

b. "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.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" 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" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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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".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) 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).

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

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

1) Any person(s) or organization(s) 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 land leased to you by the additional insured person(s) or organization(s).

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

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) 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 by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

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

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

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) 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 and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. 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, 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:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), 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.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

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

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. 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.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

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

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

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

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

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

The word "insured" means any person or organization qualifying as such under **Section II – Who Is An Insured.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions.**

Section I - Coverages

Coverage E - Excess Liability

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of "underlying insurance" because of:

a. "Bodily injury";

b. "Property damage";

c. "Personal and advertising injury"; or

d. "Error or omission"

to which this insurance applies.

2. This insurance applies to "bodily injury", "property damage", "personal and advertising injury" and "error or omission" only if:

a. Caused by an "occurrence";

b. The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" occurs during the policy period; and

c. "Underlying insurance" applies.

3. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance" except:

a. We will have no obligation under this insurance with respect to any claim that is settled without our consent; and

b. With respect to any provisions to the contrary contained in this insurance.

4. We will be liable only for "ultimate net loss" resulting from any one "occurrence" in excess of:

a. The applicable limits of liability of the "underlying insurance" as stated in the Declarations; or

b. The limits of "underlying insurance" that have been reduced or exhausted by payment of loss.

5. The amount we will pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance.**

6. We will have no other obligation or liability to pay sums or perform acts or services unless such obligation or liability is explicitly provided for under **Coverage E Defense** or **Supplementary Payments - Coverage E & U**.

B. Defense

1. When the limits of the "underlying insurance" have been used up in the payment of judgments or settlements, we will have the:

a. Right and duty to defend the insured against any "suit"; or

b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.

2. When the limits of "underlying insurance" have not been used up in the payment of judgments or settlements, but the claim or "suit" is likely to involve us, we will have the right and shall be given the opportunity to associate with the insured and the insured's "underlying insurer" in the investigation or settlement of a claim or defense of a "suit".

3. We will have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. No Underlying Insurance

"Bodily injury", "property damage", "personal and advertising injury" or "error or omission" to which "underlying insurance" does not apply for any reason other than the exhaustion of "underlying insurance" limits of liability.

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2. Unscheduled Underlying Insurance

Except as provided in the definition of "underlying insurance", any injury, damage, loss, cost or expense to which "underlying insurance" applies if the injury, damage, loss, cost or expense is the subject of a separate limit of liability which is not stated in the Declarations of this Coverage Part under the schedule of "underlying insurance".

3. Pollution

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply:

(1) To "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(2) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(3) To "bodily injury" to any "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business.

b. Any loss, cost or expense arising out of any:

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

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

c. This Pollution Exclusion applies whether or not:

(1) Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location; or

(2) The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury", "property damage", "personal and advertising injury" or "error or omission" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

4. Asbestos

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" caused in whole or in part by the actual, alleged or threatened:

(1) Inhalation of, ingestion of or physical exposure to "asbestos";

(2) Use of "asbestos" in construction or manufacture of any goods, products or structures;

(3) Removal of "asbestos" from any goods, products or structures;

(4) Manufacture, sale, transport, storage or disposal of "asbestos"; or

(5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".

b. Any loss, cost or expense arising out of any:

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

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

5. Employment-related Practices

"Bodily injury" or "personal and advertising injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

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(3) 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; or

b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **a. (1)**, **a. (2)** or **a. (3)** above is directed.

c. This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **a. (1)**, **a. (2)** or **a. (3)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Laws

Any liability or obligation for which the insured or the insured's "underlying insurer" may be held liable under:

a. Workers' Compensation, disability benefits or unemployment compensation law;

b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;

c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law; or

d. Any federal, state or local odometer law, auto damage disclosure law, used car disclosure law or aftermarket parts disclosure law;

e. Any federal, state or local truth in lending, truth in leasing, consumer credit protection or consumer leasing law; or

f. Any other similar federal, state or local law.

8. Title Paper Preparation

Liability arising out of any negligent act, omission or other error in "title paper preparation".

Coverage U - Umbrella Liability

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of the Retained Limit stated in the Declarations because of "bodily injury" or "property damage" to which this insurance applies.

2. This insurance applies to "bodily injury" and "property damage" only if:

a. Caused by an "occurrence" anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period;

c. "Underlying insurance" does not apply; and

d. Prior to the policy period, no insured listed under Paragraph **A.1.** of **Section II - Who Is An Insured Coverage U - Umbrella Liability** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred in whole or in part. If such a listed insured or authorized "employee" knew prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **A.1.** of **Section II - Who Is An Insured Coverage U -Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **A.1.** of **Section II - Who Is An Insured Coverage U - Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

5. The amount we pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance.**

6. No other obligation or liability to pay sums or perform acts is covered unless explicitly provided for under **Coverage U Defense** or **Supplementary Payments – Coverage E and U.**

B. Defense

1. In the absence of "underlying insurance", we will have the:

a. Right and duty to defend the insured against any "suit"; or

b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.

2. We will have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. Expected Or Intended

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

2. Contractual Liability

Damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damages" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" or "temporary worker" 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" or "temporary worker" as a consequence of Paragraph **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" rented or loaned to any insured within the United States (including its territories and possessions), Puerto Rico, Canada and Mexico. Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto" rented or loaned to any insured.

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6. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading".

This exclusion does not apply to an aircraft that is:

a. Chartered by, loaned to, or hired by you with a paid crew; and

b. Not owned by any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of an aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

7. Damage To Property

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Property loaned to you;

c. Personal property in the care, custody or control of the insured;

d. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

e. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

8. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

9. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

10. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

11. Personal And Advertising Injury

"Personal and advertising injury".

12. Excess Liability

Any damages or expenses to which **Coverage E.** applies.

13. Electronic Year Recognition

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application hardware;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **a.(1)** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

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b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **a.** of this exclusion.

14. Products-Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard".

15. Employee Benefits

Damages arising out of the "administration" of "employee benefits".

16. Professional Services

"Bodily injury" or "property damage" due to the rendering or failure to render any professional service, including but not limited to:

a. Legal, accounting or advertising services;

b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

c. Electronic data processing, computer consulting, computer programming or computer software services, advice or instruction;

d. Supervisory, inspection or engineering services;

e. Medical, surgical, dental, x-ray or nursing services;

f. Any health or therapeutic service, treatment, advice or instruction;

g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;

h. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid services;

i. Body piercing services;

j. Services in the practice of pharmacy;

k. Law enforcement or firefighting services; and

l. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

m. Any insured's activities as an "insurance agent";

n. Floral Design Schools;

o. Wedding Planning;

p. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs.

17. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

19. Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

20. Racing Activities

"Bodily injury" or "property damage" arising out of the sponsorship or use of "all-terrain vehicles", "mobile equipment", snowmobiles, motorcycles, watercraft or "autos" in, or while in practice for or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

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21. Pollution

a. "Bodily injury" or "property damage", which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

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

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

c. This Pollution Exclusion applies whether or not:

(1) Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location; or

(2) The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury" and "property damage" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

22. Asbestos

a. "Bodily injury" or "property damage" caused in whole or in part by the actual, alleged or threatened:

(1) Inhalation of, ingestion of or physical exposure to "asbestos";

(2) Use of "asbestos" in construction or manufacture of any goods, products or structures;

(3) Removal of "asbestos" from any goods, products or structures;

(4) Manufacture, sale, transport, storage or disposal of "asbestos"; or

(5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".

b. Any loss, cost or expense arising out of any:

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

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

23. Employment-related Practices

"Bodily injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or wrongful termination directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **a. (1)**, **a. (2)** or **a. (3)** above is directed.

c. This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **a. (1)**, **a. (2)** or **a. (3)** above occurs before employment, during employment or after employment of that person:

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

24. Laws

Any liability or obligation for which the insured may be held liable under:

a. Workers' Compensation, disability benefits or unemployment compensation law;

b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;

c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law;

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d. Any federal, state or local odometer law, auto damage disclosure law, used car disclosure law or aftermarket parts disclosure law;

e. Any federal, state or local truth in lending, truth in leasing or consumer leasing law;

f. Recording and distribution of material or information in violation of:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending or transmitting, communicating, or distribution of material or information;

(4) The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);

(5) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or

(6) Any federal, state or local statute, ordinance or regulation other than TCPA, CAN-SPAM Act of 2003, FCRA or FDCPA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or

g. Any other similar federal, state or local law.

25. All-Terrain Vehicle

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use, lease, rental or entrustment to others of any " all-terrain vehicle", utility task vehicle, snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike), motorcycle (designed for off public road use) or other vehicle designed for use off public roads and paved surfaces that is owned or operated by or rented or loaned to any insured.

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 the insured if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance or use, lease, rental or entrustment to others of an "all-terrain vehicle", utility task vehicle, snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike) or motorcycle (designed for off public road use) that is owned or operated by or rented or loaned to any insured.

26. Terrorism

"Bodily injury" or "property damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

27. Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to or assessing the effect of "silica" or "silica-related dust", by any insured or by any other person or entity.

28. Nuclear Energy

a. To "bodily injury" or "property damage";

(1) With respect to which an insured under **Coverage U** is also an insured under a nuclear energy liability policy issued by 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 liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

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(b) 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.

b. To "bodily injury" or "property damage" resulting from "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 there from.

(2) The "nuclear material" is contained in "spent fuel" or "waste material" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

Supplementary Payments - Coverage E and U

1. When we have the duty to defend, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $300 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. These payments will not reduce the limits of insurance.

4. Under **Coverage U**, these payments are not subject to the Retained Limit stated in the Declarations.

Section II - Who Is An Insured

The following persons or organizations are insureds under this Coverage Part.

Coverage E - Excess Liability

A. The Named insured shown in the Declarations; and

B. Any person or organization who is an insured or an additional insured in the "underlying insurance", but only to the extent the "underlying insurance" applies. If coverage provided to an additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount payable under **Section III - Limits of Insurance** or the amount of insurance required by the contract or agreement, less any amount payable by "underlying insurance".

Coverage U - Umbrella Liability

A. Except for liability arising out of the ownership, maintenance or use of an "auto":

1. If you are designated in the Declarations as:

a. An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A Partnership or Joint Venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A Limited Liability Company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a Partnership, Joint Venture or Limited Liability Company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a Partnership, Joint Venture or Limited Liability Company) or your managers (if you are a Limited Liability Company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are an insured for:

(1) "Bodily injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", any partner or member (if you are a Partnership or Joint Venture), or any member (if you are a Limited Liability Company).

b. Any person (other than your "employees" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this 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 there is no other similar insurance available to the organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to "bodily injury", "property damage" or “personal and advertising injury” that occurred before you acquired or formed the organization.

B. Only with respect to liability arising out of the ownership, maintenance or use of an "auto":

1. You are an insured.

2. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

a. The owner or anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.

b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household.

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c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

d. Anyone other than your "employees", partners (if you are a Partnership) or a member (if you are a Limited Liability Company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

e. A partner (if you are a Partnership), or a member (if you are a Limited Liability Company) for an "auto" owned by him or her or a member of his or her family.

f. "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

3. Anyone liable for the conduct of an insured described in Paragraphs **B.1.** and **2.** above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past Partnership, Joint Venture or Limited Liability Company that is not shown as a Named Insured in the Declarations.

Section III - Limits Of Insurance

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under **Coverages E** and **U** combined, regardless of the number of:

1. Insureds;

2. Coverage provided by this Coverage Part;

3. Claims made, "suits" brought, or number of vehicles or watercraft involved; or

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

B. The General Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E** and **U,** except "ultimate net loss" because of "bodily injury" or "property damage":

1. Arising out of the ownership, maintenance, use, "loading or unloading" or entrustment to others of an "auto"; or

2. Included in the "products-completed operations hazard".

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverage E** because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or Paragraph **C.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E** and **U** because of all damages arising out of any one "occurrence".

The Aggregate Limits, as described in Paragraphs **B.** and **C.** above, 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 Limits of Insurance.

Section IV - Conditions

We have no duty to provide coverage under this Coverage Part unless you and any other insured have fully complied with the Conditions contained in this Coverage Part.

A. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the available limit of "underlying insurance" or the retained limit stated in the Declarations, we may do so at our own expense. We will be liable for taxable costs, interest and disbursements. Such appeal does not increase the Limits of Insurance.

B. Bankruptcy

1. Bankruptcy Of Insured

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

2. Bankruptcy of Underlying Insurer

Bankruptcy of the "underlying insurer" will not relieve us of our obligations under **Coverage E.** However, this insurance will apply as if the "underlying insurance" were in full effect.

C. Duties In The Event Of Occurrence, Claim Or Suit

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

a. How, when and where the "occurrence" took place;

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "occurrence".

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

a. Immediately record the specifics of the claim or "suit" and the date received; and

b. 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.

3. You and any other involved insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

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

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

D. Expanded Coverage Territory

1. If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

a. Make or cause to be made such investigation and defense as are reasonably necessary; and

b. To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under **Supplementary Payments - Coverage E and U** for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under **Supplementary Payments – Coverages E and U** will be made in U.S. currency at the prevailing exchange rate at the time the expenses are incurred.

3. Any disputes between you and us as to whether there is coverage under this Coverage Part must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

E. Legal Action Against Us

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

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 Coverage Part unless all of its terms have been fully complied with.

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

F. Loss Payable

We will have no liability under **Coverage E** unless and until the insured's "underlying insurer" has become obligated to pay the underlying limit. We will have no liability under **Coverage U** unless and until the insured has become obligated to pay the retained limit. Such obligation to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant and us. The first Named Insured shown in the Declarations will promptly reimburse us for any damages we pay which are within the Retained Limit stated in the Declarations.

G. Maintenance Of Underlying Insurance - Coverage E - Excess Liability

You shall maintain in full force and effect during the term of this Coverage Part all "underlying insurance" stated in the Declarations. In the event you fail to do so:

1. Coverage E will apply only to the extent that it would have been applied if the "underlying insurance" had been maintained as specified; and

2. Coverage U will not fill the "underlying insurance" gap created by your failure to maintain **Coverage E** "underlying insurance".

Failure to reinstate any aggregate limit reduced or exhausted solely by "occurrences" which take place during the term of this Coverage Part shall not be interpreted as failure to maintain the "underlying insurance" in force.

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H. Other Insurance

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

When this insurance is excess, 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 those other insurers.

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

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

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

2. The premium for this Coverage Part is designated in the Declarations as an Advance Premium or a Flat Charge Premium.

a. An Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

b. A Flat Charge Premium is not subject to audit or adjustment.

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.

J. Representations Or Fraud

By accepting this policy, you agree:

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

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

3. We have issued this policy in reliance upon your representations; and

4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

K. Separation Of Insureds

Except with respect to Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

L. Coverage E - Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

M. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us to enforce them.

Any amounts recovered shall be apportioned in reverse order to payment, as follows:

1. The payer of any amount over and above our payment shall first be reimbursed;

2. We shall be reimbursed for the amount paid hereunder; and

3. Lastly any remainder shall be applied to the interests of those to whom this coverage is excess.

Each concerned interest will share expenses of recovery in proportion to the amounts recovered.

N. When We Do Not Renew

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

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

O. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or

policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company to apply:

1. As "underlying insurance"; or

2. Specifically, as excess insurance over this Coverage Form or policy.

Section V - Definitions

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";

b. Interpreting "employee benefits";

c. Handling of records in connection with the "employee benefits"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. "All-terrain vehicles" means a land motor vehicle whether or not subject to motor vehicle registration:

a. With three or four broad, low pressure tires (less than 10 pounds per square inch);

b. With a seat to be staddled by the operator and, where applicable, a passenger;

c. With handlebars for steering; and

d. Designed for off-road use.

4. "Asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, goods, product or structure of which it is a part.

5. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

6. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electromagnetically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker"

However, with respect to "employee benefits" to which:

a. **Coverage E** may apply, "employee" does not include a "leased worker" or a "temporary worker".

b. **Coverage U** does not apply, "employee" means a person actively employed, formerly employed, on leave of absence, disabled or retired. "Employee" includes a "leased worker" or a "temporary worker".

9. "Employee benefits" means:

a. Insurance programs for:

(1) Group life;

(2) Group accident and health;

(3) Dental, vision and hearing plans;

(4) Flexible Spending Accounts;

(5) Social Security and disability benefits;

(6) Workers Compensation; and

(7) Unemployment.

b. Group plans for:

(1) Profit sharing;

(2) Pension;

(3) Employee stock subscription;

(4) Employee savings plans; and

(5) Employee stock ownership plans.

c. 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 subsidiaries; and

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d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable to your and your "employees".

10. "Error or omission" means an act negligently committed in:

a. The "administration" of your "employee benefits"; or

b. Providing printing and graphic arts services or any other business service

c. An insured's activities as an "insurance agent".

specifically identified in the Declarations of this Coverage Part under the schedule of "underlying insurance".

11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

12. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

13. "Hazardous properties" includes radioactive, toxic or explosive properties.

14. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

15. "Impaired property" means tangible property, other than "your products" or "your work" that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement.

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

16. "Insurance agent" means a person or organization duly licensed as an insurance agent, or the equivalent, by the regulatory authority in the state(s) in which you engage in the insurance business, "Insurance agent" does not mean an insurance solicitor, broker or consultant.

17. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

18. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or "auto".

19. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment;

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraphs **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos";

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance laws are considered "autos".

20. "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 material";

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 material";

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.

21. "Nuclear material" means "source material", "special nuclear material" or "by-products material". "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.

22. "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.

23. "Occurrence" means:

a. With respect to "bodily injury" and "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

b. With respect to "personal and advertising injury", an offense; and

c. With respect to "error or omission", a negligent act.

24. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. 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 or services;

e. Oral or written publication, in any manner of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement" or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

25. "Pollutants" means any solid, liquid, gaseous, bacterial, fungal, viral, electromagnetic, thermal, or other substance that is toxic or hazardous, causes irritation to animals, vegetation, or persons, and/or causes contamination to property or the environment, including, but not limited to, smoke, vapor, soot, fumes (including welding fumes, paint fumes, and glue fumes), acids, alkalis, chemicals and waste. Specific examples identified as "pollutants" include, but are not limited to, gasoline, diesel, kerosene, transmission fluid, antifreeze, brake fluid, any other fuel oils, any other motor oils, any other petroleum products, any other lubricants, and any of their additives, derivatives, degradation products, and individual chemical components including, but not limited to, benzene, toluene, ethylbenzene, xylenes, phenanthrene, naphthalene, 2-methyl-naphthalene, trimethylbenzene isomers; carbon monoxide and other exhaust gases; solvents, mineral spirits, adhesives, pesticides, insecticides, herbicides, asbestos, lead, lead based paint, silica, sewage, perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA),

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Perfluorobutane sulfonic acid (PFBS), Perfluorobutanesulfonate, Potassium Perfluorobutane Sulfonate, Sodium fluoroacetate, 2,2-Difluoropropane, 1-Chloro-1,1-difluoroethane, 1,1,1,2-Tetrafluoroethane, 1,1,1-Trifluoroethane, 1,1-Difluoroethane, Dichlorodifluoromethane, Trichlorofluoromethane, Chlorodifluoromethane, and 1,1,2-Trichloro-1,2,2-trifluoroethane, and other per- and polyfluoroalkyl substances (PFAS), including, but not limited to, all substances listed on the USEPA Master List of PFAS Substances, which has been available online at: https://comptox.epa.gov/dashboard/chemical_lists/ pfasmaster, and any of their associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals, additives, derivatives, degradation products, by-products, and individual chemical components. Solvents include, but are not limited to, tetrachlorethylene or perchloroethylene (PCE), trichloroethylene (TCE), dichloroacetylene, chloroacetylene, 1,1,1-trichloroethane (1,1,1-TCA), 1,1,2-trichloroethane (1,1,2-TCA), 1,4-dioxane, cis-1,2-dichloroethylene (cis-1,2-DCE), trans-1,2-dichloroethylene (trans-1,2-DCE), 1,1-dichloroethylene (1,1-DCE), 1,1-dichloroethane (1,1-DCA), 1,2-dichloroethane (1,2-DCA), acetate, acetylene, vinyl chloride, methylene chloride, methylene chloroform, chloromethane, ethene, ethane, ethanol, formate, glycolate, methane, carbon dioxide, any other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, any other chlorinated solvents, any other halogenated solvents, and any of their additives, derivatives, degradation products, and individual chemical components. Solvents also include naturally occurring metals that dissolve as the result of solvents in the environment, including, but not limited to, arsenic, barium, copper, iron, manganese, magnesium, and selenium. “Pollutants” also include, but are not limited to, all substances specifically listed, identified or described by one or more of the following references: Agency for Toxic Substance and Disease Registry ToxFAQs Substance Priority List, which has been available online at https://www.atsdr.cdc.gov/SPL, US Environmental Protection Agency EMCI Chemical Reference Complete Index, which has been available online at https://enviro.epa.gov/, United States Environmental Protection Agency, Regional Screening Levels for Chemical Contaminants at Superfund Sites, which has been available online at: https://www.epa.gov/risk/regional-screening-levels-rsls, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Priority List Hazardous Substances, 40 CFR 302.4, Table 302.4 (1997 and all subsequent editions), and/or the Indiana Department of Environmental Management risk based tables, including the 1996 Voluntary Remediation Program Tier II Table, Default Closure Level Tables (2001 and all subsequent editions), Screening Level Tables (2012 and all subsequent editions),which have been available online at https://www.in.gov/idem/cleanups/resources/technical-guidance-for-cleanups/idem-screening-and-closure-level-tables/.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

26. "Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification on the Declarations of a policy of "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

27. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" includes all forms of radioactive contamination of property.

For the purposes of this insurance, "electronic data" is not tangible property.

28. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

29. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

30. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

31. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" or "errors and omissions" 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 or the "underlying insurer's" consent.

32. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

33. "Terrorism" means activities against persons, organizations, or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence;

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

34. "Title paper preparation" means the preparation of official title papers for registering an "auto" sold by an insured, including the designation of an lienholder or legal owner having a financial interest in such "auto".

35. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternative dispute method entered into with our consent.

36. "Underlying insurance" means any policies of insurance listed in the Declarations under the schedule of "underlying insurance". "Underlying insurance" that would apply but for the exhaustion of its Limit of Insurance is still considered to be applicable "underlying insurance".

37. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the schedule of "underlying insurance".

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38. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

39. "Waste material" 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".

40. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

41. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

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

SCHEDULE

Name Of Person Or Organization:
Any Additional Insured as required by written contract or written agreement executed prior to loss

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

The following is added to Paragraph **H. Other Insurance** of **Section IV - Conditions:**

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:
   - **a.** Is identified as an additional insured in the "underlying insurance";
   - **b.** Is a Named Insured under such other insurance; and
   - **c.** Has agreed with you in a written contract or agreement that:
     - **(1)** Is signed and effective prior to an "occurrence" to which this insurance applies;
     - **(2)** This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs **1.a.** and **1.b.** above;
     - **(3)** Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and
     - **(4)** Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.
2. This condition does not apply to:
   - **a.** Other insurance, not included in Paragraph **1.** above, that may be available to the designated person or organization outside of your written contract or agreement; or
   - **b.** Liability which:
     - **(1)** May attach to the designated person or organization and is not assumed by your written contract or agreement; or
     - **(2)** Is assumed by the designated person or organization under any other written contract assuming the obligations of another.

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 the coverage provided under the following:

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s): Any Additional Insured as required by written contract or written agreement executed prior to loss.
Information required to complete this Schedule, if not show above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Maximum Each Construction Project General Aggregate Limit: Not Applicable **Designated Construction Project(s):** All construction projects away from premises owned by or rented to the Insured
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. Subject to **Paragraph 2.** below, a separate **Each 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. If shown in the **Schedule**, the **Policy Maximum Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages paid under all **Each Construction Project General Aggregate Limits** included in this policy.

3. Subject to **Paragraph 2.** above, the **Each 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".

4. Subject to **Paragraph 2.** above, any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the **Each 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 **Each Construction Project General Aggregate Limit** for any other designated construction project shown in the **Schedule** above.

5. Subject to **Paragraph 2.** above, 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 **Each Construction Project General Aggregate Limit**.

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A0239740
Middlesex Insurance Company
1 00001 0000000000 24046 0 N 2c912941-ff14-4b59-a584-49f2f6fc441e

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 **Each Construction Project General Aggregate Limit** provided under this policy.

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 any **Each Construction Project General Aggregate Limit** provided under this policy.

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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POLICY NUMBER: A0239740004

IL 70 07 08 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON
NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
Any person or organization where required by written contract.	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);

2. This notice:

a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;

b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and

4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

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 Person or Organization:
As required by written contract

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

A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site of the covered operations has been completed; or

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

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Middlesex Insurance Company
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8f573979-6b84-447c-a061-f25544ac39f0

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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 Person or Organization: As required by written contract
Location And Description of Completed Operations: All jobsites
Additional Premium:

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

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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A0239740
Middlesex Insurance Company
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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

February 17, 2025

WA UBI No.	602 240 826
L&I Account ID	042,153-00
Legal Business Name	CONTROL SOLUTIONS NORTHWEST INC
Doing Business As	CONTROL SOLUTIONS NORTHWEST
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2024 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	CONTRSN764BW
License Expiration	01/26/2026

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).

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 12, 2025

WA UBI No.	602 240 826
L&I Account ID	042,153-00
Legal Business Name	CONTROL SOLUTIONS NORTHWEST INC
Doing Business As	CONTROL SOLUTIONS NORTHWEST
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	CONTRSN880NU
License Expiration	09/02/2026

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/21/2025

Date Rec'd	6/19/2025		
Clerk's File #	OPR 2024-0608		
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY JUSTICE SERVICES	**Bid #**	RFP 6102-24
Contact Name/Phone	MICHAEL (509) 622-5806	**Requisition #**	MASTER
Contact E-Mail	MDIAMOND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	0690-DRUG AND ALCOHOL TESTING CONTRACT RENEWAL		

Agenda Wording

Community Justice Services to renew the drug and alcohol testing contract with Absolute Drug Testing, LLC for a two year period, starting July 1, 2025 through June 30, 2027.

Summary (Background)

Municipal Court has contracted with Absolute Drug Testing, LLC (ADT) since 2018 to provide drug and alcohol testing for individuals engaged either pre-or-post disposition including Court, Therapeutic Court programs or Community Justice Services. OPR 2024-0608 was filed after RFP 6102-24 was concluded in 2024 to select ADT as the vendor for testing services. OPR 2024-0608 began July 1, 2024 and ran through June 30, 2025 with options for four additional one year contract periods. The renewal for this contract will be for the first and second renewals, effective July 1, 2025 through June 30, 2027.

What impacts would the proposal have on historically excluded communities?

There are no impacts on historically excluded communities as all financially qualifying defendants receive services through this contract.

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 is collected, maintained, and available for reporting through the Municipal Justice System eSeries database management system.

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

Data is collected, maintained, and available for reporting through the Municipal Justice System eSeries database management system.

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

This contract aligns with community and public safety initiatives as well as opioid treatment, monitoring, and reduction programming.

Council Subcommittee Review

To be reviewed by Public Safety committee on June 30, 2025 with Legislative session on July 21, 2025.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000
Current Year Cost	$ 250,000
Subsequent Year(s) Cost	$ 250,000

Narrative

Funding to support this contract renewal is from the general fund for Community Justice Services and from grants for the Therapeutic Court programs through the Administrative Office of the Courts and Washington Traffic Safety Commission.

Amount		Budget Account
Expense	$ 250,000	# Various (July 2025-June 2026)
Expense	$ 250,000	# Various (July 2026-June 2027)
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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

Yes. The COI is missing adequate workers' comp coverage, however the L&I account (217,331-01 is current as of 06/26/2025.

Expense Occurrence	Recurring

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

No match required.

Approvals		Additional Approvals	
Dept Head	DIAMOND, MICHAEL	ACCOUNTING -	BROWN, SKYLER
Division Director	LOGAN, MARY	PURCHASING	NECHANICKY, JASON
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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sthompson@spokanecity.org	ddaniels@spokanecity.org
dtyurin@spokanecity.org	mdean@spokanecity.org

City Clerk's No. OPR 2024-0608

City of Spokane

MASTER CONTRACT RENEWAL
#1 and 2 of 4

Title: DRUG AND ALCOHOL TESTING SERVICES FOR MUNICIPAL COURT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABSOLUTE DRUG TESTING, LLC.,** whose address is 5433 North Government Way, Suite B, Coeur d'Alene, Idaho 83815 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 Drug and Alcohol Testing Service for Municipal Court; and

WHEREAS, the original Contract allowed for four (4) additional one-year renewals, this being the First and Second renewal, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated August 13, 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 DATE.
This Contract Renewal shall become effective on July 1, 2025, and shall end June 30, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED FIFTY THOUSAND AND 00/100 ($250,000.00) annually** plus tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

ABSOLUTE DRUG TESTING, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

25-146a

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

STATE OF
WASHINGTON

BUSINESS LICENSE

Issue Date: Dec 06, 2024

Limited Liability Company

Unified Business ID #: 603276806
Business ID #: 001
Location: 0001
Expires: Jan 31, 2026

ABSOLUTE DRUG TESTING, LLC
ABSOLUTE DRUG TESTING LLC.
1710 W MISSION ST
SPOKANE WA 99202

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

ABSOLUTE DRUG TESTING LLC.
ABSOLUTE MOBILE DRUG TESTING

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2025

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

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

PRODUCER

David Lunceford Insurance Agency
610 W Hubbard Street, Suite 121

Coeur d'Alene ID 83814

CONTACT NAME: David Lunceford
PHONE (A/C, NO, EXT): 208-292-4541
FAX (A/C, NO): ////////////////////////////////
E-MAIL ADDRESS: dlunceford@farmersagent.com

INSURED

ABSOUTE DRUG TESTING LLC
5433 N GOVERNMENT WAY STE B

COEUR D ALENE ID 83815

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:	Idaho State Insurance Fund	36129
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 NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC OTHER:	Y		605433845	01/23/2025	01/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 250,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		605433845	01/23/2025	01/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESSLIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		63591	03/05/2025	03/05/2026	[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

CITY OF SPOKANE
ITS OFFICERS, AGENTS, AND EMPLOYEES
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025
Clerk's File #	OPR 1987-0022
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN
Contact Name/Phone	DAWN KINDER 509-625-6443
Contact E-Mail	DKINDER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	1680- INTERLOCAL AGREEMENT 4TH AMENDMENT WITH ALTCEW

Agenda Wording

Amendment No 4 to the Interlocal Government Agreement to create the Eastern Washington area agency on aging. Agreement between Aging & Long Term Care of Eastern WA, Spokane County, Stevens County, Whitman County, Pen Oreille County, Ferry County, City of Spokane Valley, and the City of Spokane.

Summary (Background)

The amendment includes modifications to Article VI with changes outlined in the attached.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	SCOTT, ALEXANDER		
Accounting Manager	GBYRD		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	

AMENDMENT NO. 4 TO THE INTERLOCAL GOVERNMENT AGREEMENT TO CREATE THE EASTERN WASHINGTON AREA AGENCY ON AGING

THIS AMENDMENT NO. 4 ("Amendment No. 4 Agreement") to the Interlocal Government Agreement to Create the Eastern Washington Area Agency on Aging is made and entered into by and among **SPOKANE COUNTY**, having offices for the transaction of business at W. 1116 Broadway, Spokane, Washington 99201; **STEVENS COUNTY**, having offices for the transaction of business at Stevens County Courthouse, Colville, Washington 99114; **WHITMAN COUNTY**, having offices for the transaction of business at the Whitman County Courthouse, Colfax, Washington 99111; **PEND OREILLE COUNTY**, having offices for the transaction of business at the Pend Oreille County Courthouse, Newport, Washington 99156; **FERRY COUNTY**, having offices for the transaction of business at the Ferry County Courthouse, Republic, Washington 99166; and the **CITY OF SPOKANE**, having offices for the transaction of business at 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, and the **CITY OF SPOKANE VALLEY**, having offices for the transaction of business at 10210 E. Sprague Avenue, Spokane Valley, WA 99206, jointly referred to as the **Parties**.

R E C I T A L S:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Boards of County Commissioners of counties within the State of Washington have the care of their respective county property and the management of their respective funds and business; and

WHEREAS, the 1965 Older Americans Act was passed by Congress for the purpose of establishing programs and services for older Americans and required, in conjunction therewith, the establishment of area agencies on aging to provide services and programs for older Americans; and

WHEREAS, pursuant to the above legislation, as well as the provisions of chapter 39.34 RCW, in 1978 Ferry County, Pend Oreille County, Spokane County Stevens County, Whitman County and the City of Spokane entered into an Interlocal Agreement termed "Interlocal Government Agreement to Create the Eastern Washington Area Agency on Aging" ("Interlocal Agreement"); and

WHEREAS, in 1987, the Parties executed a document entitled "AMENDMENT TO INTERLOCAL GOVERNMENT AGREEMENT TO CREATE THE EASTERN WASHINGTON AREA AGENCY ON AGING" wherein the Parties amended the Interlocal Agreement to reconfigure the prior "Panel on Aging and Advisory Council" into the current "Planning and Management Council;" and

WHEREAS, in 1995, the Parties executed a document entitled "AMENDMENT TO THE BY-LAWS AND THE INTERLOCAL AGREEMENT OF THE EASTERN WASHINGTON AREA AGENCY ON AGING" wherein the Parties amended the Interlocal Agreement and bylaws adopted thereunder to change the name of the agency

from “Eastern Washington Area Agency on Aging” to “Aging and Long Term Care of Eastern Washington;” and

WHEREAS, in 2019, the Parties executed a document entitled “AMENDMENT TO THE BY-LAWS AND THE INTERLOCAL AGREEMENT OF THE EASTERN WASHINGTON AREA AGENCY ON AGING” wherein the Parties amended the Interlocal Agreement and bylaws adopted thereunder to add the City of Spokane Valley as a party to the Interlocal Agreement.

WHEREAS, the Interlocal Agreement includes an Article addressing Modification which provides as follows:

> **ARTICLE XII. MODIFICATION**. No change or addition of any printed portion of this Agreement shall be valid or binding upon any Party. There shall be no modification of the Agreement, except in writing, executed with the same formalities as this present instrument; and

WHEREAS, the Older Americans Act Final Rule, 45 CFR Part 1321,was updated in 2024, with an October 1, 2025, deadline for compliance. Per § 1321.63(d) the “advisory council shall not operate as a board of directors for the area agency. Individuals may not serve on both the advisory council and the board of directors for the same entity.”

NOW, THEREFORE, for and in consideration of the above referenced recitals which are incorporated herein by reference and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties do agree that the Interlocal Agreement executed in 1978 among the Parties, as amended in 1987, 1995, and 2019 be and is hereby modified as follows:

MODIFICATION NO. 1: ARTICLE VI. ORGANIZATION of the Interlocal Agreement shall be modified as follows:

(Underlined bolded language added, lined out bolded language deleted.)

ARTICLE VI. ORGANIZATION.

A. General Provisions: The Agency is a separate administrative entity organized as a public regional body in accordance with the requirements with the Federal Older Americans Act, as amended. The principal organizational components shall be a Governing Board, and a Planning and Management Council.

B. Governing Board: The Governing Board shall be composed of one representative appointed by each of the Counties to this Agreement; two representatives appointed by the Spokane City Council, one of whom shall be the director or designee of the City’s Community, Housing and Human Services Department or related department; **and,** one representative appointed by the City of Spokane Valley City Council~~; and as an ex-officio~~

~~member, the Chairperson of the Planning and Management Council~~. The Governing Board shall, by a two-thirds (2/3) vote of its membership, adopt and amend the Agency By-Laws. On all other matters, a majority of the total members of the governing Board shall constitute a quorum, and a majority vote of the quorum shall be necessary to take action on any matter coming before the Governing Board. The Governing Board, in addition to adopting and amending the Agency By-Laws, shall have the authority to approve the annual Area Plan on Aging, approve the annual operating budget, adopt personnel policies, adopt Agency operating procedures, appoint an Agency Director, execute agreements and contracts and any other duties as may be established by Agency By-Laws. The Governing Board may select a Chairperson, Vice Chairperson, and other officers. The Chairperson shall be empowered, at times other than open meetings to execute all agreements and contracts which have been negotiated and approved by the Governing Board at open meetings.

C. Planning and Management Council: The Planning and Management Council shall be composed of no less than twenty-seven (27) and no more than thirty-five (35) members. It shall be representative of all counties within the Agency's service area. Further, to facilitate close working relationships among ALTCEW and the parties hereto, seven (7) members of the Council shall be representatives of the units of general purpose local government party to this agreement. Additional composition requirements for the Council, appointment procedures and members' terms of service shall be established in the Agency By-Laws. The Council shall be responsible for performing the following:

(1) Planning activities, including development of the Area Plan on Aging for PSA #11, and Annual Updates thereon;

(2) Implement the Area Plan on Aging, once adopted by the ALTCEW Governing Board;

(3) Represent the interest of older persons;

~~(4) Administer the internal affairs of the Agency pursuant to policies and procedures adopted by the Governing Board;~~

(~~5~~4) When requested by the Governing Board, recruit and screen all applicants for the position of Agency Director, and refer the most qualified candidates to the Board for consideration;

~~(5) Review and recommend to the Board for adoption the Agency's Annual Report concerning its activities;~~

(~~7~~5) Make recommendations to the Governing Board on amendments to Agency's By-Laws; and

(~~8~~6) Other duties as may be established by the Agency By-Laws.

BE IT FURTHER AGREED by the Parties that but for the above MODIFICATION NO. 1 to ARTICLE VI. ORGANIZATION, all other provisions within the Interlocal Agreement executed in 1978 by the Parties, as amended in 1987, 1995, and 2019, shall remain in full force and effect without any change or modification whatsoever.

BE IT FURTHER AGREED by the Parties that this Amendment No. 4 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.

BE IT FURTHER AGREED, by the Parties that the provisions of this Amendment No. 4 Agreement shall be effective as of July 1, 2025.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

FERRY COUNTY

By: _____
Chairman

ATTEST:

_____
Ferry County
Clerk of the Board

APPROVED AS TO FORM:

_____
Prosecuting Attorney

DATED: _____

PEND OREILLE COUNTY

By: _____
Chairman

ATTEST:

_____
Pend Oreille County
Clerk of the Board

APPROVED AS TO FORM:

_____
Prosecuting Attorney

DATED: _____

SPOKANE COUNTY

By: _____
Chairman

ATTEST:

_____
Spokane County
Clerk of the Board

APPROVED AS TO FORM:

_____
Prosecuting Attorney

DATED: _____

STEVENS COUNTY

By: _____
Chairman

ATTEST:

_____
Stevens County
Clerk of the Board

APPROVED AS TO FORM:

_____
Prosecuting Attorney

DATED: _____

WHITMAN COUNTY

By: _____
Chairman

ATTEST:

APPROVED AS TO FORM:

_____
Whitman County
Clerk of the Board

_____
Prosecuting Attorney

DATED: _____

CITY OF SPOKANE

By: _____
Mayor

ATTEST

APPROVED AS TO FORM:

_____
City of Spokane
Clerk of the City

_____
Assistant City Attorney

DATED: _____

CITY OF SPOKANE VALLEY

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

_____
City of Spokane Valley
City Clerk

_____
Office of the City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/24/2025		
Clerk's File #	OPR 2025-0498		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	RFP 6394-25
Contact Name/Phone	RYAN REDING (509)435-7004	**Requisition #**	
Contact E-Mail	RREDING@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1970 FIRE - MEDICAL PROFESSIONAL SERVICES FOR SFD NEW HIRES		

Agenda Wording

Approval of Contract for Medical Professional Services for Spokane Fire Department New Hires provided by Emergency Responders Health Center.

Summary (Background)

The Spokane Fire Department requests approval for a 5 year contract with the Emergency Responder Health Clinic. This contract will provide a reliable, timely provider for new hire entry level firefighter exams. The clinic has an extensive history with providing service specifically to first responders, is compliant with National Fire Protection Agency standards required for firefighter exams and is able to provide all requirements without utilization of a subcontractor for specific specialized services.

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?

Data will not be collected in the above categories.

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

Contract performance is monitored through metrics such as availability of appointment times, result reporting, and availability of contact with Human Resources and the Spokane Fire Department Training Division, evaluated regularly by the Deputy Chief of Training.

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 public safety priorities and ensures consistent and rapid exam results aligned with Spokane's equity, efficiency and fiscal responsibility goals.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$ 400,000.00

Narrative

5 year contract to provide new hire entry level firefighter exams for an amount not to exceed $100k/year.

Amount		Budget Account
Expense	$ 500,000.00	# 1970-35170-22450-54103-430xx
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

The funding for this will be included in the SFD Recruit School budget each year we're able to put on a Recruit School

Expense Occurrence	Recurring

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

None

Approvals		Additional Approvals	
Dept Head	REDING, RYAN	PURCHASING	PRINCE, THEA
Division Director	WILLIAMS, TOM M.	PS EXEC REVIEW	YATES, MAGGIE
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Dr. Robert Hilvers (Signer) rhilvers@er-hc.org	Ryan Reding rreding@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Michelle Singeo msingeo@er-hc.org	

City Clerk's No. OPR 2025-0498

City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **MEDICAL PROFESSIONAL SERVICES FOR SFD POTENTIAL NEW HIRES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARMENT** a Washington State municipal corporation, as ("City") and **EMERGENCY RESPONDERS HEALTH CENTER, LLC.**, 1330 North Washington Street, Suite 1080, Spokane, Washington as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide Medical Professional Services for Fire Department Potential New Hires in accordance with IRFP 6394-25, and Company's Bid Response dated May 29, 2025, and Appendix B dated July 1, 2025, which is attached as Exhibit B. In the event of a conflict between the Company and this City Agreement, the terms of this Agreement will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on June 18, 2025, and shall run through June 17, 2030, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.
Total compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) annually**, plus applicable tax, payable in accordance with the Company's Response from Exhibit B, for everything furnished and done under this Agreement, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **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.

4. 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 Agreement. 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 Agreement shall be included in the project budgets.

5. 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.

6. 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 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.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property

damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

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

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

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.

9. 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.

10. 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 Agreement. 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 Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

12. 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 Company for all work previously authorized and performed prior to the termination date.

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 Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement 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 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.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement 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 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 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 Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. 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.

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.

EMERGENCY RESPONDERS HEALTH CENTER, LLC.	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment
Exhibit B – Company's Bid Response to IRFP 6394-25 and Cost Proposal dated May 29, 2025, with Appendix B dated July 1, 2025

25-147b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	IRFP 6394-25
Bid Title	Medical Professional Services for Fire Department Potential New Hires
Due Date	Friday, June 6, 2025 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Emergency Responders Health Center, LLC
Submitted By	Robert Hilvers - Thursday, May 29, 2025 10:55:18 PM [(UTC-08:00) Pacific Time (US & Canada)] rhilvers@er-hc.org 509-824-8327
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	I agree and I acknowledge
	5	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 agree and I acknowledge
	6	Proposer has included Letter of Submittal with Proposal combined into one document per Section 2 "Proposal Content" instructions.	I agree and I acknowledge

	7	Proposer acknowledges and agrees with Paragraph 3.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Robert J. Hilvers, MD Cell: (208)-866-0880 rhilvers@er-hc.org
	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Robert J. Hilvers, MD Cell: (208)-866-0880 rhilvers@er-hc.org
	10	Withdrawal of Proposal. Proposal may not be withdrawn for a minimum of sixty (60) calendar days from due date.	I agree and I acknowledge
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Letter of Submittal_ERHC_5.29.2025_.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	CV_ERHC North.pdf
	3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
PERIOD OF PERFORMANCE			
	1	The proposed contract is estimated to begin on July 1, 2025, and run through June 30, 2030. Pricing will be firm for the first twelve (12) months with the opportunity for price adjustments in the anniversary month of the contract creation.	Yes
SCOPE OF SERVICES			

	1	2.1 SCOPE OF SERVICES GENERAL: As part of the contracted services, the Firm must be: • Able to advise, update and maintain all records and documents. • Have sufficient staff to handle appointment scheduling, referrals, and a variety of examinations and testing in a prompt manner. • Have the ability to schedule appointments within three (3) days or less of request. • Have examination and test results reviewed by physician and sent to the Human Resources Department within 24 to 48 hours of appointment. 2.2 SCOPE OF SERVICES A. POST OFFER PRE-EMPLOYMENT PHYSICALS All potential new hires in a safety sensitive labor or uniformed position are required to undergo a post-offer pre-employment physical. Jobs are contingent on an individual successfully passing their physical. Based on the results and limitations received from the Firm, Human Resources makes the final determination whether the individual has passed their physical or not. A list of services required are in IRFP Document in the Documents tab.	Yes
ACCEPTANCE PERIOD			
	1	Proposals shall remain in effect for a minimum of sixty (60) days from the bid date for receipt of Proposals for acceptance by the city.	Yes
RESPONSIVENESS			
	1	Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive.	Yes
	2	The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.	Yes
PREPERATION OF PROPOSAL			
	1	The Major Sections of the Proposal Submitted shall include: (1) Letter of Submittal; (2) Technical Proposal (3) Management Proposal and (4) Cost Proposal.	Yes

	2	LETTER OF SUBMITTAL: The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.	Yes
	2.1	The Letter of Submittal should include the following information about the Firm:	Yes
	2.2.1	Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.	Yes
	2.2.2	Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).	Yes
	2.2.3	Acknowledgement that the Firm will comply with all terms and conditions set forth in the IRFP, unless otherwise agreed by the City.	Yes
	3	TECHNICAL PROPOSAL: The Technical Proposal shall contain include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan.	Yes
	3.1	PROJECT APPROACH / METHODOLOGY Include a complete description of the Firms proposed approach and methodology for the project. This section should convey Firms understanding of the proposed project.	Yes
	3.1.2	WORK PLAN Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this IRFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firms knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.	Yes

	3.1.3	PROJECT TEAM STRUCTURE/INTERNAL CONTROLS – Provide a description of the proposed project team structure. Include who within the firm will have prime responsibility and final authority for the work.	Yes
	3.2	MANAGEMENT PROPOSAL: The Management Proposal content for this section shall include experience, capabilities, and qualifications to convey the ability to perform the scope of services.	Yes
	3.2.1	STAFF QUALIFICATIONS/EXPERIENCE – Identify staff who will be assigned to the potential contract, indicating their responsibilities and qualifications, and include the amount of time each will be assigned to the project. The Vendor shall commit that staff identified in its Proposal will actually perform the assigned work.	Yes
	3.2.2	EXPERIENCE OF THE FIRM - The firm must furnish evidence of having successfully provided event production services for at least three (3) client references within the past five (5) calendar years that are of similar size and scope to the park's request.	Yes
	3.3	COST PROPOSAL - The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this IRFP. The purpose of an IRFP is to permit the proposal community to suggest various approaches to meet the Citys need at a given price. The City reserves the right to accept or reject any part of or all proposals. The fee shall include all costs to perform the services necessary to accomplish the objectives of the contract. Identify all costs including expenses to be charged for performing the services. Vendors are required to collect and pay Washington State Sales Tax, if applicable.	Yes
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			

1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading, as bidder would only be able to upload one document here.

Emergency Responders Health Center - North

1330 North Washington Street | Spokane, WA | 509.824.7327 | infonorth@er-hc.org

LETTER OF SUBMITTAL | IRFP NUMBER 634-25

May 29, 2025

City of Spokane Purchasing Department,

Thank you for this opportunity to submit a bid in response to IRFP Number 634-25. Emergency Responders Health Center-North was established as a mission-based practice to provide highly specialized, occupationally-relevant healthcare services to firefighters and allied first responders serving Northeastern Washington and Northern Idaho communities. Our parent company, Emergency Responders Health Center, was originally founded to meet the need to offer comprehensive entry-level and annual wellness exams to fire service members. ERHC's scope of practice quickly evolved to offer "360 degrees of care" exclusively on behalf of emergency response personnel, from preventative wellness and screening services, occupational and sports medicine, and primary/urgent care, to physical therapy and mental health services. ERHC-North currently serves regional fire and police agencies across a multi-county service area. In total, ERHC clinics serve members employed by more than 40 fire, police and EMS agencies across three states.

We are confident that our attached response demonstrates that ERHC-North presents not only the requisite credentials and capacity to deliver comprehensive Pre-Employment Physicals for City of Spokane fire service candidates, but also a deep and unwavering commitment to keep firefighters healthy and on the front lines of service to their community.

A. Contact Information

Attn: Rob Hilvers, MD
Emergency Responders Health Center – North (ERHC-North)
1330 North Washington Street | Spokane, WA 99201
Office (509) 824-7327 | Cell (208) 866-0880 | rhilvers@er-hc.org

B. Legal Status

Emergency Responders Health Center, LLC
Sole Proprietorship
Clinic Location: 1330 North Washington Street | Spokane, WA 99201

C. Disqualified Individuals

No ERHC-North owners or administrative leaders were previously employed by the City of Spokane or associated agencies. (ERHC-North is a single-owner entity with no governing board.)

D. Minimum Qualifications

We attest that Emergency Responders Health Center, LLC is licensed to do business as a medical practice in the State of Washington. ERHC-North operates under the auspices of its parent company, Emergency Responders Health Center, LLC, which has provided specialized occupational medicine for fire service employees, as well as care for civilians, since 2004. Medical Director Rob Hilvers, MD has more than 20 years of experience in first responder occupational medicine, and has been dually board-certified in family medicine/sports medicine for more than two decades.

E. Terms & Conditions

As the authorized representative to enter into agreements on behalf of Emergency Responders Health Center, LLC, I (Rob Hilvers, MD) attest that our practice will comply with all terms and conditions set forth in IRFP Number 634-25, unless otherwise agreed upon.

F. Proposed Subcontractors

Laboratory Sample Processing

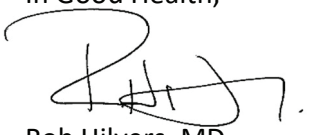
LabCorp (multiple locations; main site noted below)
9631 North Nevada Street, Spokane, WA 99218
https://locations.labcorp.com/wa/spokane

X-Ray Imaging & Radiology Interpretation

Inland Imaging (multiple locations; main site noted below)
801 South Stevens Street, Spokane, WA 99204
www.inlandimaging.com

We thank you in advance for your review of this bid response.

In Good Health,



Rob Hilvers, MD
Medical Director |
Emergency Responders Health Center & Emergency Responders Health Center - North
rhilvers@er-hc.org

Emergency Responders Health Center **–** North (ERHC-North) seeks to deliver Pre-Employment Physicals to fire service candidates referred by the City of Spokane, in response to the opportunity outlined in IRFP 634-25.

A. PROJECT REQUIREMENTS, PROPOSED APPROACH & METHODOLOGY

Approach, Philosophy of Care & Customer Service Commitment

ERHC-North is committed to advancing the health, performance, on-duty safety, and quality of life of all patients we serve. We recognize that first responder wellness is a matter of public safety. We specialize in delivering comprehensive, compassionate, and clinically precise Pre-Employment Physicals for active-duty roles. Our entry-level exams are designed to (i) assess candidates' current medical indicators against well-researched occupational health standards and (ii) assess baseline wellness predictive of career longevity, understanding that new recruits will withstand years of subsequent physiological demands and exposures. Our Medical Director continually reviews the evidence base to incorporate emerging research and technologies into our exam protocols, for the most advanced, efficacious, and duty-relevant screening modalities possible.

ERHC-North emphasizes balancing patient privacy while supplying emergency agencies with occupationally-relevant information on which to base appropriate hiring, fit-for-duty, and return-to-duty determinations. We are committed to the welfare of departments, recruits, and incumbent members alike. We are a patient-centered practice and emphasize convenience and responsiveness for candidates and members who seek care. While mainstream medical practices must manage patient-provider relationships, ERHC has been trusted for more than 20 years to effectively manage the sensitivity of patient-provider-department relationships.

Methodology

Location: ERHC-North will provide Pre-Employment Physicals, inclusive of all exam elements and laboratory sample collection, at our Spokane site. (We currently care for patients in a temporary clinic location but plan to relocate to our permanent site, in the same building, in later 2025.) We are located at:

⇨ 1330 North Washington Street | Rock Pointe Center | Central Spokane

Scheduling: Post-offer candidates will be directed to ERHC-North's main number to speak with an experienced medical receptionist, who will work to schedule candidates within 1-2 weeks, and if urgent, within 3 business days (barring holiday closures and force majeure events). Medical receptionists will provide instructions for patients to complete their intake paperwork and pre-appointment laboratory studies. ⇨ Main Number: (509) 824-7327. ERHC works with departments closely to 'block out' appointment slots several months ahead of time in anticipation of recruit examinations.

- Pre-Employment Physicals will be scheduled from 8 a.m. to 5 p.m., Monday through Friday

Exam Protocols: Pre-Employment Physical exam elements are outlined in **Appendix A**. The specific testing regimen requested by the City of Spokane is fully aligned with existing ERHC-North entry-level exam protocols, which are based on (i) NFPA-1582 standards and (ii) direct experience in firefighter occupational health assessment spanning two decades. ***All exam elements, with the exception of advance Laboratory Work-Up, will be performed during the same clinic visit, scheduled for a duration of 2- to 3-hours.***

Laboratory Work-Up: Patients will have the option to visit ERHC-North prior to their scheduled exam for initial blood and urine sample collection. ERHC-North encourages patients to complete their laboratory collection 48 hours prior to their exam, so that providers may discuss results at the time of the Pre-Employment Physical. However, same-day sample collection will also be available, at the patient's convenience.

Results Compilation: ERHC-North will prepare a HIPAA-compliant Medical Clearance Letter for candidates undergoing a Pre-Employment Physical. These results will be shared with an authorized City of Spokane Human Resources representative within 48 hours of the patient exam with documented patient consent. Candidates will receive a customized Health Dashboard Report outlining their current health status and risks, based on key indicators. ERHC-North medical providers will be available to discuss Medical Clearance Letters

with authorized City of Spokane representatives, for occupational fitness-related questions. Please refer to **Appendix B** for sample documents.

Clinical Follow-Up: ERHC-North medical providers will manage follow-up for concerning findings identified in the course of Pre-Employment Physicals, including coordinating in-house or third-party diagnostics and referrals to specialists, if desired. This care will be billed to the patient's individual insurance coverage.

Outreach: ERHC-North has prepared an ERHC Patient Reference Guide to advise candidates of Pre-Employment Physical scheduling protocols, screening modalities, lab sample collection, and other preparation tips. This PDF will be shared with the City of Spokane to distribute to all referred candidates.

Collaborating Service Providers: ERHC maintains contracts with LabCorp for the processing of laboratory samples and with Inland Imaging for professional radiologist interpretation of X-rays. Technical component of chest X-ray will also be completed at Inland Imaging, until the new ERHC clinic site is opened (fall 2025). Both practices are subject to HIPAA standards for patient privacy and have been vetted by the ERHC-North Medical Director.

Medical Oversight: Exam protocols will be reviewed on a regular basis by the ERHC-North Medical Director, for alignment with evolving NFPA-1582 and other relevant occupational health standards, as well as emerging research. Any proposed revisions to exam protocols will be reviewed and approved by the City of Spokane.

Employment Decisions: ERHC affirms that all final hiring decisions for post-offer candidates will be made by the City of Spokane (AHJ; Authority Having Jurisdiction, per NFPA 1582).

Project Requirements: General Scope of Services

Per the IRFP, Emergency Responders Health Center – North will:

- ✓ Update and maintain all required records and documents, including clinical and billing records. Clinical records, including exam results and Medical Clearance Letters, will be housed in perpetuity in the clinic's advanced, secure, and HIPAA-compliant Electronic Medical Record (EMR) system. Billing records will be maintained by the Clinic's in-house Billing & Coding division.
- ✓ Maintain adequate medical, clinical support, and medical reception staff to manage referrals, appointment scheduling, and examinations in a prompt manner. [Refer to Project Team section to follow.]
- ✓ Schedule Pre-Employment Physical appointments within (3) business days of initial patient contact with the clinic for any urgent hiring needs (barring holiday closures and force majeure events). Otherwise, ERHC will work closely with City of Spokane to schedule recruit classes within timeframe needed, and will block schedule to ahead of time for anticipated candidate hiring classes.
- ✓ Review and compile physical exam and testing results and provide a HIPAA-compliant Medical Clearance Letter to the City of Spokane Human Resources Department, within 48 hours of each completed Pre-Employment Physical.

Project Requirements: Clinical Scope of Services

A. POST-OFFER PRE-EMPLOYMENT PHYSICALS – Under the leadership of its Medical Director, ERHC-North will deliver Pre-Employment Physicals for fire service candidates referred by the City of Spokane, to include exam elements outlined in the IRFP Section 2.2.A.1, as shown on **Appendix A**. Exams will be performed by ERHC physicians (currently dual board-certified in family medicine and sports medicine).

B. CONSULTATION – The ERHC-North medical team will respond to requests placed by the City of Spokane and its authorized agencies for medical counsel, advice, and recommendations relative to the occupational fitness of individual candidates undergoing Pre-Employment Physicals. Requests for general Workforce Wellness consultation, not related to the health status of individual patients, will be billed separately. Refer to **Appendix C** for examples of available services.

C. MEDICAL RECORDS MAINTENANCE

✓ ERHC-North will serve as the Custodian of Medical Records associated with services delivered under IRFP Number 634-25. Clinical records will be maintained using ERHC-North's secure, HIPAA-compliant, and paperless Electronic Medical Record (EMR) system, maintained and overseen by our Medical Director. ERHC-North provides EMR access only to authorized employees, operating in a clinical or clinical support role. All ERHC-North personnel are trained in HIPAA-compliance. All ERHC-North third-party vendors are vetted for HIPAA-compliance, as well.

✓ ERHC-North Pre-Employment Physical records will include medical histories, examinations, progress notes, narrative health evaluations, medical correspondence to include Medical Clearance Letters, and results from laboratory and diagnostic procedures.

✓ ERHC-North will not release Protected Health Information (PHI) to non-authorized employees or to third-parties, without the express written consent of the patient. , except for the purposes of (i) the processing of laboratory samples and imaging results associated with Pre-Employment Physicals; (ii) verification of occupational fitness/post-offer Medical Clearance with the City of Spokane; (iii) Workers' Compensation case management; or (iv) response to subpoenas or arbitration proceedings as required by a court of law.

D. ADDITIONAL REQUIREMENTS – As a contractor under IRFP 634-25, ERHC-North will:

- ✓ Protect the privacy of individual patients by adhering to all HIPAA standards as well as those outlined by the American College of Occupational and Environmental Medicine.
- ✓ Advise the City of Spokane, and candidates undergoing Pre-Employment Physicals, of medical restrictions placed on the candidate's active-duty fire service activities, stemming from exam findings. Such limitations will be confirmed through a Medical Clearance Letter issued to the City of Spokane Human Resources Department.
- ✓ Act as an agent of the City of Spokane in reference to CFR 1910.20, "Access to Employee Exposure and Medical Records" to provide employees (and/or representatives) a right of access to relevant exposure and medical records. Costs incurred with be paid by the City.
- ✓ Store medical records associated with Pre-Employment Physicals in our paperless EMR system, at no additional cost. Candidates approved for employment with the City of Spokane Fire Department will be eligible to become established patients at ERHC-North, in which case their Pre-Employment Physical charts will become a part of their on-going medical record.
- ✓ Ensure that all clinic personnel engaged in patient care are familiar with, and adhere to, City of Spokane policies and procedures governing firefighter occupational health.
- ✓ Provide billing information in a secure electronic format to City of Spokane Accounts Payable and other authorized city officials. Invoice will also be available as a paper invoice if requested.
- ✓ Respond to voice and email messages within 24 business hours.
    - Patient Scheduling
      Front Desk - (509) 824-7327 | infonorth@er-hc.org
    - Pre-Employment Physical Program Oversight
      Michelle Singeo, Clinic Manager - (509) 824-7308 | msingeo@er-hc.org
    - Medical Clearance Letter Questions
      Rob Hilvers, MD - O(509) 824-7308| C (208)-866-0880 rhilvers@er-hc.org
      Logan Danielson, DO – O (509) 824-7308 | C (208)-249-2678 ldanielson@er-hc.org

Pre-Employment Physical Project Team & Lines of Authority

Additional biographic information can be found at: https://erhcnorth.org/team; resumes attached.

Medical Director & Lead Physician | Rob Hilvers, MD

Dr. Hilvers is the founder, owner-operator, and medical director of Emergency Responders Health Center (ERHC) and Emergency Responders Health Center-North (ERHC-North).
Dr. Hilvers will serve as the Primary Representative and Business Authority for all work completed under IRFP 634-25, and will perform Pre-Employment Physicals. Dr. Hilvers will oversee all physicians and clinical support personnel engaged in patient exams, and direct all administrative and business-related aspects of any awarded contracts.

Dr. Hilvers has offered clinically advanced, occupationally-informed care of firefighters and allied emergency response professionals for more than two decades. Dr. Hilvers founded the ERHC practice in 2004 following an invitation to provide occupationally-relevant annual exams to members of the Boise Fire Department dive team, after working in close proximity to the first responder community as an Emergency Room physician. Dr. Hilvers is dually board-certified in Family Medicine and Sports Medicine. In addition to continuing in the role of the ERHC-North medical director, Dr. Hilvers acts as the organization's Chief Executive Officer, enabling seamless continuity between the practice's clinical and administrative functions.

Physician | Logan Danielson, DO / CAQSM

Dr. Danielson is the staff physician and assistant medical director for Emergency Responders Health Center-North, and will perform Pre-Employment Physicals.

Dr. Danielson joined ERHC-North as its inaugural physician in the fall of 2024, undergoing an extensive fellowship proctored by Dr. Hilvers in clinic protocols to include entry-level exams. During his prior 7-year medical career, Dr. Danielson gained versatile experience as a primary care physician, educator, and researcher caring for top-tier college, Olympic, and professional athletes as well as first responders. Dr. Danielson is board-certified in Family Medicine and Sports Medicine.

Nurse Practitioner | Samantha Knapp, DNP

Samantha is the ERHC-North family medicine nurse practitioner, joined ERHC in fall of 2024 and underwent similar extensive fellowship training proctored by Dr. Hilvers and Boise medical providers, and will ensure gender-sensitive Pre-Employment Physicals by providing breast exams under the direction of clinic physicians.

Samantha holds a doctorate in Family Practice – Nurse Practitioner and completed a rigorous residency program at the highly competitive FQHC Community Health Association of Spokane, following a successful 16+-year nursing career.

Exercise Physiologist | Tim Irgens, CSCS

An exercise physiologist, Tim will support ERHC-North physicians in the administration of Cardiac Stress Tests.

Tim is an experienced Certified Strength and Conditioning Specialist who has worked with numerous firefighters during his career in health, fitness, and rehabilitation over his nearly two-decade career.

Clinic Manager | Michelle Singeo

As the inaugural ERHC North Clinic Manager, Michelle will serve as lead for business administration and contract compliance, and will supervise the ERHC-North Front Desk/medical reception team in the scheduling of Pre-Employment Physicals referred by the City of Spokane.

Michelle brings 9 years of management experience, including a background in overseeing Spokane-area dental and ophthalmology practices.

B. WORK PLAN

Proposed Tasks & Activities

ERHC-North currently specializes in the delivery of occupational health and fitness exams for fire service members. Therefore, the requisite clinical, technological, and scheduling infrastructure is already in place to deliver Pre-Employment Physicals to candidates referred by the City of Spokane. If awarded a contract under IRFP Number 634-25, ERHC-North will commence work to orient clinic personnel to specific provisions of this contract, in order to meet all stated City of Spokane expectations.

Client Award Implementation Meeting: The ERHC-North medical director and clinic manager will be available to meet with City of Spokane and Spokane Fire Department stakeholders to discuss any special considerations for award implementation and program management, to include review of patient consent forms, Medical Clearance Letter templates, etc. for alignment with contract expectations.

Clinical Orientation: The ERHC-North medical director will convene in-services with all physicians and clinical support personnel (nurse practitioner, exercise physiologist, medical assistants, phlebotomists) engaged in Pre-Employment Physicals, to review (i) required exam modalities/sequencing as outlined in **Appendix A**; (ii) procedures for completing and sharing Medical Clearance Letters; and (iii) procedures for addressing agency questions with regard to medical findings and determinations, etc.

Front Desk Orientation: The ERHC-North clinic manager will convene in-services with all Front Desk personnel (medical receptionists) to review scheduling procedures, expectations, and trouble-shooting.

Collaborating Practice Orientation: The ERHC-North medical director and clinic manager will convene meetings with third-party laboratories (LabCorp) and radiology practices (Inland Imaging) to acquaint these firms with any special requirements stemming from the execution of an awarded contract.

Outreach Collateral Preparation: ERHC administrative personnel will provide a '*Patient Reference Guide*' to advise candidates of Pre-Employment Physical scheduling protocols, screening modalities, lab sample collection, and other preparation tips. This PDF will be shared with the City of Spokane to distribute to all referred candidates, and is also available on the ERHC-North website: www.erhcnorth.org.

Services

In addition to delivering Pre-Exam Physicals as outlined in **Appendix A**, the ERHC North medical director will be available to supply additional services upon request, as outlined in **Appendix C**.

Team Assignments

Please refer to ***Pre-Employment Physical Project Team & Lines of Authority***.

Allocation of Resources

ERHC-North currently houses all requisite clinical and administrative support personnel, technology, and medical equipment necessary to deliver the scope of services described in this RFP and outlined in **Appendix A**. Extant capacity will enable our practice to commence the delivery of Pre-Employment Physicals by July 1, 2025.

<u>Staffing</u>

- Medical Director/Lead Physician (1)
- Staff Physician (1)
- Nurse Practitioner (1)
- Exercise Physiologist (1)
- Medical Assistants (2)
- Phlebotomist (1; plus, MA's)
- Medical Receptionists (2)

<u>Supplies & Equipment</u>

- EMR System (eClinicalWorks)
- Audiology System & Titmus Vision System

- InBody 970 Body Composition Analyzer
- Immunization Program
- Digital X-Ray Suite (at new site, Fall 2025)
- Spirometer
- Audiology Testing System
- 12-Lead EKG System
- Cardiac Stress Test Treadmill (GE Cardiosoft)

Templates & Collateral (modifiable under contract)

- Intake/Consent Forms
- Health Dashboard Template
- Patient Reference Guide
- Medical Clearance Letter Templates

Project Schedule

ERHC-North is prepared to fulfill all outlined Tasks & Activities within two weeks of contract award, toward commencing Pre-Employment Physicals by July 1, 2025, assuming award notification by June 16, 2025.

Subcontracted Practices

Laboratory Sample Processing

LabCorp (multiple locations; main site noted below)
9631 North Nevada Street, Spokane, WA 99218

Radiology Interpretation

Inland Imaging (multiple locations; main site noted below)
801 South Stevens Street, Spokane, WA 99204

Programmatic Changes

The ERHC-North medical director and clinic manager will meet routinely to evaluate progress toward executing deliverables under a contract, in consideration of clinical, administrative, and business practices. The ERHC-North medical director will review Pre-Employment Physical exam protocols on a regular basis, for alignment with evolving NFPA-1582 and other relevant occupational health standards, as well as emerging research and screening technologies.

Updates to clinical or scheduling protocols or business practices proposed by ERHC-North will be presented for review and approval by authorized representatives of City of Spokane prior to implementation. ERHC-North will request that updates to clinical or administrative expectations proposed by the City of Spokane be presented to the ERHC-North medical director via email for consideration for (i) clinical appropriateness; (ii) feasibility within clinic capacity; and (iii) adjustments to the proposed pricing structure (if relevant).

⇨ Attn: Rob Hilvers, MD
Emergency Responders Health Center – North (ERHC-North)
1330 North Washington Street | Spokane, WA 99201
Office (509) 824-7327 | Cell (208) 866-0880 | rhilvers@er-hc.org

Contractor Requests of Client Agency

ERHC-North requests that upon contract signing, authorized representatives of the City of Spokane Human Resources Department and Fire Department:

- ✓ Engage in a post-award *Implementation Meeting* if mutually desired
- ✓ Review proposed templates/collateral to be deployed in contract delivery
- ✓ Provide routine feedback regarding satisfaction with contract execution
- ✓ Submit any proposed program changes to the ERHC-North medical director in writing via email

Emergency Responders Health Center (ERHC-North) seeks to deliver Pre-Employment Physicals to fire service candidates referred by the City of Spokane, in response to the opportunity outlined in IRFP 634-25.

A. EXPERIENCE, QUALIFICATIONS & AVAILABILITY

ERHC Practice

The ERHC-North clinic site operates under the auspices of its parent company, Emergency Responders Health Center, LLC (ERHC). ERHC-North was established in Spokane at the explicit request of local first response departments and unions.

ERHC was established in Idaho in 2004 to offer comprehensive, duty-relevant entry-level and annual wellness exams to firefighters and allied first responders. ERHC's scope of practice quickly evolved to offer "360 degrees of care" exclusively on behalf of emergency response personnel, from preventative wellness and screening services, occupational and sports medicine, and primary/urgent care, to physical therapy and mental health services. In total, ERHC clinics care for more than 8,000 first responders (and their family members) employed by more than 40 fire, police and paramedic agencies across three states (Washington, Idaho, and Alaska).

ERHC provides entry-level examinations for more than 30 fire, police and EMS agencies in Idaho, Washington and Alaska (Valdez), and manages an array of exam protocols specialized according to emergency response profession, employment status (new recruits, lateral transfers, or incumbent members), age, and special operations team assignments. Exam protocols and scheduling practices are customizable in response to respective emergency agency needs and preferences. Exam protocols are reviewed on a routine basis by the ERHC Medical Director, for alignment with evolving NFPA-1582 and other relevant occupational health standards, as well as emerging research. (Any proposed revisions to exam protocols, in association with a signed contract, will be reviewed and approved by the City of Spokane.)

ERHC has significant experience managing a variety of clinical contracts with first responder agencies and corresponding municipal, county, district, and federal entities (military responder and wildlands fire units), for services ranging from physical exams, to injury risk and fitness assessment, to Workers' Compensation care, to mental health screening. ERHC is highly experienced at effectively managing the sensitivity of patient-provider-department relationships, balancing the protection of patient privacy and the dissemination of occupational-fitness-related medical findings and determinations to department leadership through Medical Clearance Letters and other communication templates.

In addition to supplying HIPAA-compliant Medical Clearance Letters, ERHC has developed a proprietary, personalized Health Dashboard, which is sent to individual patients undergoing our comprehensive physical exams to provide an at-a-glance health status/risk stratification. For new recruits accepted for active-duty employment, the Health Dashboard reports provide an actionable baseline on which to develop personal health maintenance plans, toward optimal job performance and career longevity.

ERHC Leadership

ERHC, and the ERHC-North clinic, were founded by Rob Hilvers, MD. ERHC was established in 2004 following an invitation to develop and deliver annual exams to members of the Boise Fire Department dive team, after working in close proximity with the first responder community as an ER physician at St. Luke's Regional Medical Center. Dr. Hilvers re-dedicated his career to developing highly specialized expertise in first responder medicine, and has invested significant due diligence in the continued advancement of duty-specific screening protocols and algorithms. Dr. Hilvers has served as an expert witness in the development of Idaho's presumptive eligibility laws for Workers' Compensation coverage of cancer and PTSI, and is frequently called upon to speak to emergency agency leaders across the Pacific Northwest on a variety of health topics.

In May of 2025, Dr. Hilvers presented to the Idaho Fire Chiefs Association on recent changes to the NFPA-1582 occupational health standards for fire service members, with an emphasis on implications for new recruit and incumbent physical exams and fitness-for-duty assessment. Dr. Hilvers is currently developing protocols and programming for (i) advanced firefighter cardiac screening and (ii) ultrasound-based early detection of cancers with a high incidence rate among fire service members.

As an alumnus and adjunct faculty member of the University of Washington School of Medicine and Family Medicine Residency of Idaho, Dr. Hilvers is dually board-certified in family medicine and sports medicine. He has developed advanced expertise in emergency medicine; cardiac, pulmonary, and cancer screening; musculoskeletal health and injury prevention; sleep medicine; wilderness medicine; longevity; and mental health screening. He has actively practiced medicine for nearly 30 years, balancing the medical and administrative oversight of ERHC with direct patient care for the past two decades.

Pre-Employment Physical Clinical Team

ERHC-North Team Member	**Role**	**Experience** (Post Clinical Training)	**Time Commitment**
Robert Hilvers, MD Board Certification: Family Medicine, Sports Medicine	Medical Director & Lead Physician *Will oversee all screening elements of patient Pre-Employment Physical and perform comprehensive physical exams*	**24 years -** Family Medicine/Sports Medicine Practice **16 years -** Emergency Medicine Practice **21 years -** First Responder Occupational Health Screening/First Responder Medicine Practice	Capacity for approximately 10 entry-level and annual wellness exams each month, plus in-service attendance (available one week/month).
Logan Danielson, DO Board Certification: Family Medicine, Sports Medicine	Physician *Will oversee all screening elements of patient Pre-Employment Physical and perform comprehensive physical exams*	**3 years -** Family Medicine/Sports Medicine Practice for Top-Tier Athletes/First Responders	Capacity for approximately 14 entry-level and annual wellness exams each week, plus in-service attendance.
Samantha Knapp, DNP Family Medicine	Medical Provider *Will provide clinical breast exam element of Pre-Employment Physical*	**2 years -** First Responder Occupational Health Screening/Family Medicine Practice **16 years -** Nursing Practice, including surgical and rehabilitation	Full-time to assist with patient care and female breast exams as needed.
Tim Irgens, CSCS, CPT Exercise Science, Strength & Conditioning, Personal Trainer	Exercise Physiologist *Will support physicians to provide Cardiac Stress Testing component of Pre-Employment Physical*	**18 years -** Health & Fitness Consultation/Physical Therapy Support	Capacity for approximately 25 EST each week, plus in-service attendance.

Medical Staff Continuity: ERHC-North affirms that no substitutions will be made in clinical personnel assigned to Pre-Employment Physicals for the City of Spokane, without direct prior written notice to the city.

Pre-Employment Physical Administrative Team

Team Member	Role	Experience	Time Commitment
Robert Hilvers, MD	Owner/Operator & Medical Director *Will provide executive oversight of all clinical, administrative, and business aspects of Pre-Employment Physical Contract*	**21 years -** Medical Director & CEO of ERHC **5 years -** Training of Medical Providers, Family Medicine Residency of Idaho **Current -** University of Washington, School of Medicine - Clinical Assistant Professor	Available to provide response to contract questions within 24 hours.
Michelle Singeo	Clinic Manager *Will provide support of administrative and business aspects of Pre-Employment Physical Contract, including oversight of patient scheduling*	**9 years -** Organizational Management	Available to provide response to contract questions within 24 hours.

Please refer also to Technical Proposal IRFP Number 634-25, Project Team & Lines of Authority and https://erhcnorth.org/team.

Subcontracted Firms

Laboratory Sample Processing

LabCorp (multiple locations; main site noted below)
9631 North Nevada Street, Spokane, WA 99218
https://locations.labcorp.com/wa/spokane
Founded 1969

Interim X-Ray Imaging* & Radiology Interpretation

Inland Imaging (multiple locations; main site noted below)
801 South Stevens Street, Spokane, WA 99204
www.inlandimaging.com
Founded 1930

*Temporary service until ERHC-North moves to its permanent clinic location, projected for fall 2025. The ERHC-North permanent clinic will house a digital X-ray suite, enabling chest X-rays to be taken on-site.

B. CONTRACTS

References: ERHC-North invites the IRFP review team to contact the following fire service leaders with regard to ERHC's experience in delivering advanced health screenings on behalf of firefighter populations and managing associated contracts with agencies:

Mark Niemeyer | Fire Chief
Boise Fire Department
333 North Mark Stall Place
Boise, ID 83704
(208) 570-6560
mniemeyer@cityofboise.org
Also: *President, Western Fire Chiefs Association*

Kirk Carpenter | Fire Chief
Nampa Fire Department
411 3rd Street South
Nampa, ID 83651
(208) 850-6185
carpenterk@nampafire.org
Also: *President, Idaho Fire Chiefs Association*

Ryan O'Hearn | Fire Chief
Pocatello Fire Department
408 East Whitman
Pocatello ID 83201
(208) 234-6202
rohearn@pocatello.us

Major Fire Department Contracts for Member Physicals		
Agency	**Contract Purpose/Term**	**Contact**
Boise Fire Department	Entry Level Exams, Recruit Candidates Annual Wellness Exams, Special Ops 2004 - Present	Chief Mark Niemeyer (above) 333 North Mark Stall Place Boise, ID 83704 (208) 570-6560 mniemeyer@cityofboise.org
Nampa Fire Department	Entry Level Exams, Recruit Candidates Annual Wellness Exams, Incumbent Members 2008 - Present	Chief Kirk Carpenter (above) 411 3rd Street South Nampa, ID 83651 (208) 850-6185 carpenterk@nampafire.org
Meridian Fire Department	Entry Level Exams, Recruit Candidates Annual Wellness Exams, Incumbent Members 2007 - Present	Division Chief Michael Warmuth 33 East Broadway Avenue Meridian, ID 83642 (208) 888-1234 mwarmuth@meridiancity.org
Pocatello Fire Department	Entry Level Exams, Recruit Candidates Annual Wellness Exams, Incumbent Members 2012 - Present	Chief Ryan O'Hearn (above) 408 East Whitman Pocatello ID 83201 (208) 234-6202 rohearn@pocatello.us
Eagle Fire Department	Entry Level Exams, Recruit Candidates Annual Wellness Exams, Incumbent Members 2011 - Present	Chief Tyler Lewis 1119 East State Street Suite #240 Eagle, ID 83616 (208) 939-6463 tlewis@eaglefire.org
Valdez Fire Department	Entry Level Exams, Recruit Candidates Annual Wellness Exams, Incumbent Members 2018 - Present	Chief Tracy Raynor 407 West Pioneer Street Valdez, AK 99686 (907) 835-4560 traynor@valdezak.gov
In addition, ERHC maintains agreements with Idaho fire departments to include Caldwell, Star-Middleton, Kuna, Parma, McCall, Mountain Home, Jerome, Burley, Rock Creek, Twin Falls, Chubbock, Blackfoot, and Wilder.		

C. CONTRACT PERFORMANCE

ERHC attests that it has not had a contract terminated for default in the past five years, or in the history of the practice.

Emergency Responders Health Center-North
ATTACHMENT 2 – COST PROPOSAL PRICING FORM

IRFP #6394-25 PROFESSIONAL MEDICAL SERVICES FOR POTENTIAL FIRE DEPARTMENT NEW HIRES

1. PRE-EMPLOYMENT PHYSICALS

UNIFORMED FIREFIGHTERS – GLOBAL FEE (GF) **$1,500.00 per exam**
Inclusive of all exam elements noted on Technical Proposal, Appendix A.

(1) Checking vital signs [e.g., temperature, pulse, respiratory rate, and blood pressure (BP)]	Included in GF
(2) Head, eyes, ears, nose, and throat exams	Included in GF
(3) Neck exam	Included in GF
(4) Cardiovascular exam	Included in GF
(5) Pulmonary exam	Included in GF
(6) Breast exam	Included in GF
(7) Gastrointestinal exam	Included in GF
(8) Genitourinary exam	Included in GF
(9) Checking for hernias	Included in GF
(10) Lymphatic exam of palpable lymph nodes	Included in GF
(11) Neurological exam	Included in GF
(12) Musculoskeletal exam	Included in GF
(13) Checking the skin (includes screening for skin cancers)	Included in GF
(14) Vision testing	Included in GF

Laboratory tests on individuals should include the following:

(1) Blood tests, including the following:*

(a) CBC with differential, RBC indices and morphology, and platelet count — Included in GF

(b) Electrolytes (Na, K, Cl, HCO_3, or CO_2) — Included in GF

(c) Renal function (BUN, creatinine) — Included in GF

(d) Glucose — Included in GF

(e) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase) — Included in GF

(f) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., total cholesterol to HDL cholesterol ratio), and triglycerides — Included in GF

(2) Urinalysis, with a dipstick test for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin* — Included in GF

(3) Audiometric exam to assess hearing in each ear at each of the following frequencies: 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, 6000 Hz, and 8000 Hz — Included in GF

(4) Pulmonary function testing (i.e., spirometry) — Included in GF

(5) Chest radiography (chest x-ray, posterior-anterior and lateral views) — Included in GF**

(6) A resting 12-lead electrocardiogram (ECG) — Included in GF

(7) Cardiac Exercise Stress Test – Gerkin Protocol (Treadmill) — Included in GF

(8) Immunizations*** and infectious disease screening for the following:

(a) Tuberculosis screen, purified protein derivative (PPD) tuberculin skin test, or an equivalent blood test — Included in GF
Note: ERHC performs serum QuantiFERON TB test (see Appendix A)

(b) Hepatitis C virus screen (baseline) — Included in GF

(c) Hepatitis B virus vaccinations and antibody titers, if appropriate:
- Hepatitis B antibody titer — Included in GF

- Hepatitis B vaccination (HEPLISAV-B) — Vaccination: $162

(d) Tetanus, diphtheria, pertussis (Tdap) vaccine (booster every 10 years) — Vaccination: $52

(e) Measles, mumps, rubella (MMR) vaccine or antibody titers
- MMR Titers — Included in GF
- MMR Vaccination/Booster — Vaccination: $102

(f) Polio vaccine offered to uniformed personnel if vaccination, effective antibody titer, or disease is not documented — See Note

Note: The polio vaccination is disbursed as an oral medication for adults, and is available on a prescription basis (through a pharmacy); pricing not available

(g) Hepatitis A vaccine due to contaminated water exposures during normal firefighting activities, not just hazmat/rescue activities — Vaccination: $91

(h) Varicella vaccine, offered to all nonimmune personnel.
- Varicella Titers (Chicken-Pox) — Included in GF
- Varicella Vaccine — See Note

Note: Available by prescription through pharmacy; pricing not available

(i) Influenza vaccine, seasonal and novel, offered to all personnel — Vaccination: $24

(j) COVID-19 vaccination — Vaccination: $120

*Includes processing by third-party laboratory.

**Includes interpretation by third-party radiologist.

***Vaccination costs are costs to ERHC plus 10% for handling and waste.

2. MISCELLANEOUS

(1) Injection Administration Fee	$24/dose
(2) Monthly Storage Fee of Medical Records per box	N/A - Paperless EMR
(3) Monthly Storage Fee other than box. List unit of Measure	N/A - Paperless EMR
(4) Copy requests of Employee Medical File. List hourly rate	No Cost
(5) Retrieval of Employee Medical file. List flat fee	No Cost
(6) Transportation of Employee Medical File. List hourly rate.	N/A - Paperless EMR

3. ADDITIONAL CHARGES

Any other fees/charges that might be billed to the City, as part of this contract must be identified here or they will not be allowed.

Items below are additional elements routinely added for ERHC Entry-Level Fire exams:

Description of fee/charge	**Unit**	**Unit Cost**
Exam Add-Ons (per Appendix A and IRFP revisions), i.e. • HIV Screening • PSA Testing (age ≥ 50 or age ≥ 40 if family history or African American) • Body Composition Analysis (InBody 970 Analyzer Technology) • Titmus V4 Occupational Computer Vision Analysis		Included in GF
Pre-Employment Medical Provider Consultation The ERHC-North medical team will respond to requests placed by the City of Spokane and its authorized agencies for medical counsel, advice, and recommendations relative to the occupational fitness of individual candidates undergoing Pre-Employment Physicals.		Included in GF
Clinical Follow-Up ERHC-North medical providers will manage follow-up for concerning findings identified in the course of Pre-Employment Physicals, including coordinating in-house or third-party diagnostics and referrals to specialists, if desired.		Billed to Patient Insurance
Workforce Wellness Consulting General Workforce Wellness consultation, for requested guidance and due diligence not related to the health status of an individual patient seen for an invoiced Pre-Employment Physical, will be billed separately at a rate to be agreed upon with the City. *Refer to Appendix C for examples of available services.*		Not Included in GF

APPENDIX A

ERHC-NORTH PRE-EMPLOYMENT PHYSICAL PROTOCOL (Firefighters)

NOTES:
*Additional exam element typically included in ERHC-North entry-level exam protocol, and not outlined in IRFP #634-25.
**Element that can be provided by a female Nurse Practitioner to offer gender-sensitive services/privacy assurances for female patients.

Medical History

- Medical & Surgical History
- Allergies
- Family History
- Exposure History
- Reproductive History
- Mental Health/Stress Screening
    - *ERHC utilizes custom Mental Health Outlook Questionnaire – MHOQ. Designed for first responders to assist in identifying depression, anxiety disorders, trauma, substance use disorders and suicidality)

Complete Physical Examination

- Vital Signs
- Audiometric Screening (performed in OSHA-certified Sound Booth)
  Bilateral – 500Hz; 1000Hz; 2000Hz; 3000Hz; 4000 Hz; 6000Hz; and 8000Hz
- *Ophthalmologic Screening
  Computerized Vision Testing (entry-level/baseline): Titmus Vision Screener/TNO Occupational Slides
  Right and left acuity, binocular acuity, depth perception, color perception, vertical/lateral phoria
- *Body Composition Analysis:
  InBody 970 analysis & Abdominal circumference
- Comprehensive Physical Examination
  Performed by ERHC Physician (currently dual boarded Family Medicine & Sports Medicine).

✓ Head, Eyes, Ears, Nose and Throat
✓ Neck
✓ Cardiovascular System
✓ Pulmonary System
✓ Breast Exam**
✓ Gastrointestinal Exam
✓ Genitourinary Exam
✓ Testicular/Hernia Exam
✓ Lymphatic System
✓ Neurological
✓ Musculoskeletal System
✓ Dermatological/Skin

Laboratory Profile

- CBC, Comprehensive Metabolic Profile, and Fasting Lipid Profile (w/RBC indices/morphology, platelet count)
- Urinalysis (specific gravity, protein, glucose and occult blood, ketones, leukocyte esterase, bilirubin)
- Electrolytes (Na, K, Cl, HCO_3, or CO_2)
- Renal (BUN/creatinine) & Liver Function (ALT, AST, bilirubin, alkaline phosphatase)
- Hemoglobin A1c
- *PSA (males age ≥ 50; age ≥ 40 if family history or African American)

Infectious Disease Screening

- Hepatitis B Antibody Titer
- Hepatitis C Virus Antibody Screen
- *HIV Screening (confidential)
- *MMR Titers
- *Varicella Zoster Virus (VZV) Antibody Titers, IgG

- Tuberculosis (TB) Screening: *Serum QuantiFERON TB test.
    - Note: Skin PPD available upon request. ERHC preferred TB screen is serum QuantiFERON testing with improved specificity (less false-positive results) and does not require follow-up read in 48-72 hours.

Pulmonary (Lung) Function Testing

- Spirometry
  FVC (forced vital capacity); FEV1 (forced expiratory volume in 1 second); FVC/FEV1 ratio

Chest Radiography Screening

- Chest X-Ray (posterior/anterior and lateral views)
    - Includes professional radiology interpretation via Inland Imaging
    - Note: Technical component (X-ray images) will be referred to Inland Imaging until ERHC is in new clinic location (fall 2025)

EKG/Cardiac Stress Testing

- 12-lead resting EKG
- Exercise Cardiac Stress Test (Gerkin Protocol – treadmill)

Immunizations

• Hepatitis A Virus Vaccine	2-dose series
• Hepatitis B Virus Vaccine	2-dose series (HEPLISAV-B)
• Tetanus Vaccine (Tdap)	Tetanus, Diphtheria, Pertussis; 10-year booster
• Measles, Mumps, Rubella Vaccine (MMR)	2 doses after age 1; recommend adult booster
• Polio Vaccine	If previously unvaccinated; oral dosing through pharmacy
• Varicella Vaccination	If negative titer; Rx through pharmacy
• Shingles (Varicella)	2 dose series (indicated age ≥ 50)
• COVID-19	Offered; referred to pharmacy

***Individual Metabolic & Risk Analysis Report**

- Detailed "Health Dashboard" Report:
  Proprietary 'Emergency Responders Metabolic Syndrome' score
  Comparison across years and by aggregated profession
  'Doctors Notes' outlines details of medical evaluation, risk level, and wellness counseling.

Medical Referrals

- To specialists and facilities (based on medical history and examination)
- To in-clinic or outside physical therapy for musculoskeletal rehabilitation (as indicated)
- To in-clinic or outside nutrition counseling (for weight management or other concerns)
- To in-clinic or outside mental health professional (per request or for concerning emotional or behavior health concerns)

Medical Clearances

- Confidential Medical Clearance Letter issued to authorized agency representative

Emergency Responders Health Center

1330 N. WASHINGTON ST, SUITE 1080 | SPOKANE, WA | 509-824-7327 | info@erhcnorth.org

Appendix B

July 1, 2025

Chief Julie O'Berg
Spokane Fire Department
44 W Riverside Ave
Spokane, WA 99201

Dear Chief Julie O'Berg,

The following report is in regards to medical clearance for active duty with the Spokane Fire Department.

Example Patient

Recommendation: Approval

This individual has been medically cleared as an active-duty firefighter for the Spokane Fire Department. There is no evidence of physical, intellectual, or psychological conditions to impair the ability of this member to meet the essential job tasks as outlined in NFPA 1582.

If there are any questions in regards to the above recommendations, please contact me at 509-824-7327

Sincerely,

Rob Hilvers, MD
ERHC Medical Director
Family/Sport Medicine

Appendix C: ERHC Workforce Wellness - Schedule of Services

Workforce Wellness Services are provided by ERHC in its continual commitment to advance first responder health.

These services (a) have distributed benefits to all members of a department, or a first responder profession across the region or state; (b) are generally unrelated to the provision of direct clinical care to individual patients; or (c) are provided uniformly to all patients to comply with department or profession occupational health recommendations. Workforce Wellness Services are either not billable to insurance plans, or include significant non-billable expenses associated with start-up or implementation.

Examples include:
- ✓ Health Administration, Consultation & Protocol Development
- ✓ Expert Testimony & Wellness Advocacy
- ✓ Responder-Specific Health Education Outreach
- ✓ Program Research & Development
- ✓ Responder-Specific Health Research
- ✓ Pandemic-Response Services

Workforce Wellness Services are sustained, in part, by the Workforce Wellness Fund. Services are provided on an as-needed basis as identified by department administrators and/or the ERHC Medical Director.

Included Services

Supported by a standard contribution to the Workforce Wellness Fund:

Pandemic/Infectious Disease Response – Clinical Services & Consultation (for COVID-19, Influenza, Tuberculosis, etc.*) |
- Testing Protocol & Non-Standard Clinical Services (including curbside testing systems)
- Patient Outreach & Nursing Information/Triage Line
- Return-to-Work Guidelines
- Task Force Representation
- General Department Consultation & Resources (Chief's 'Cliff's Notes,' ACCESS Meetings, Direct-to-Department Consult, etc.)

* A similar effort may be deployed in response to comparable public health threats in the future.

Mental Health Services & Outreach |
- Online Resource Development (such as ERHC360.org Directory of Vetted Mental Health Providers & Resources)
- Mental Health Screening Clinical Questionnaires/Research Analytics Tools

Expert Consultation for Occupational Standards & Medical Evidence Base |
- NFPA, OSHA, POST & Dive Medicine (and more)
- Cardiology & Cancer Screening
- Infectious Disease & Toxicology Exposures

Occupational Health Protocol Development (department or regional level) |
- Examples include: Infectious Disease Post-Exposure Policy; Wildlands Fire Red Card Testing Options; Standard Orders/Health Tiers; Active-Duty Pregnancy Policy
- Searchable/Downloadable Protocol Database (planned)

Expert Testimony & Health Advocacy |
- Prior Examples: ID House Bill No. 554 – Idaho Firefighter Presumptive Cancer Bill (2016)

Health & Fitness Program Research & Development |
- Fitness & Injury Risk Assessment/Prevention Programming
- Station Gym Design
- Occupational Fitness Workout Design (planned)
- Active-Duty Tiered Health & Fitness Standards
- Regional Grant Development & Coordination (i.e., AFG)

Health Administration Communications |
- Requests for Letters of Services Confirmation, Letters of Support, etc.

Included Services, continued

Standardized Department Health Education Outreach* |

Inclusive of content development, travel, presentation delivery, hand-outs, etc.

- New Recruit Health Classes
- First Responder Health Seminars

(*For outreach delivered at the Medical Director level; pricing for outreach delivered by ERHC clinical personnel will be established separately.)

Direct-to-Department Consultation |

Customized consultation provided to an individual agency or department upon request (in-person, by phone, or via online meeting).

Itemizable Services

Additional services requested by respective departments may be negotiated and invoiced separately. Such services may include the development of customized outreach presentations; department-specific training in-services for personnel and/or administrators; or other large-scale projects designed to meet the needs of an individual department.

EMERGENCY RESPONDERS HEALTH CENTER

Robert Joseph Hilvers, M.D.
6745 N Becker Ridge Ln.
Boise, Idaho 83702
Contact: rhilvers@er-hc.org
mobile: 208-866-0880

Emergency Responders Health Center
9976 W. Emerald, Boise, ID 83704
office phone: 208-229-ERHC (3742)
office fax: 208-229-8450

CURRENT CLINICAL RESPONSIBILITIES

- Emergency Responders Health Center (ERHC). Founder, Medical Director and Physician. Started 9/2004.
- University of Washington, School of Medicine - Clinical Assistant Professor
- First Responders Health Institute (FRHI) – President, Established 2021.
- Governor Task Force – COVID-19 Testing Strategy

EDUCATION

- University of Washington School of Medicine
  Doctor of Medicine 08/1993-06/1997
- University of Rochester; Rochester, N.Y.
  B.S. Neuroscience 08/1988-05/1992

POSTGRADUATE TRAINING

- Sports Medicine Fellowship 08/2000-07/2001
  Idaho Sports Medicine Institute; Family Medicine Residency of Idaho
- Family Medicine Residency 07/1997-06/2000
  Family Medicine Residency of Idaho

PRIOR POSITIONS

- Emergency Medicine of Idaho (ER Physician); St Lukes Health System; 11/1998-1/20214.
- Elected Board of Directors; Emergency Medicine of Idaho: 2008-2011
- Chairman of EMI Education Committee: 2008-2011
- Faculty - Family Practice Residency of Idaho: 2001-2006
- Chairman and founder – Rocky Mountain Wilderness Medicine

HOSPITAL POSITIONS

- Active Medical Staff: 07/97 - Present
  St. Luke's Regional Medical Center (Boise, ID)

HONOR/AWARDS

Physician Excellence Award (Physician of the Year Award)– Emergency Medicine of Idaho, 2010

- PHI BETA KAPPA
- Cum Laude Graduate form UR
- Distinction in Research, UR
- Dekiewiet Research Fellowship, 1991

BOARD CERTIFICATION

- Family Practice Boards: Recertified 07/2001; 08/2007; 4/7/2017
- Sports Medicine CAQ: Recertified 4/12/2002; 2012
- Functional Movement Screen – Certification 2013

CURRENT LICENSES

- Idaho Medical License -- Active since 1997
- Alaska Medical License – Active since 2017
- Washington Medical License – Active since 2024

PROFESSIONAL ORGANIZATIONS

- American Academy of Family Physicians: 1994 to present
- American Medical Society for Sports Medicine: 2000 to present

RECENT CME

- Provided upon request.

EXPEDITIONS

Antarctic Expedition - Physician 10/23/03-12/09/03

- Aboard the World Discoverer Ship; International Physician's License

Denali For Dreams Expedition 5/21/2000-6/18/2000

- Make-A-Wish Foundation Campaign;
- Summitted Denali 6/09/2000

Himalayan Rescue Association. Nepal: Pheriche Base Camp Physician 11/11/98-12/10/98.
World Discover Expedition (Physician 4/10/98-421/98); South Pacific
Medical Mission for Under-served Children (plastic surgery); Salinas, Ecuador

PUBLICATIONS **Provided Upon Request*

Hilvers, Robert, MD. Officer Safety Corner: Prevention, Compassion, and Survival: Managing the Health of First Responders. The Police Chief 81 (August 2014); 12-14.

Pennie S. Seibert, PhD; Jennifer Valerio, BS; CodieAnn DeHaas; **Robert Hilvers, MD;** Steven Writer, MD. CT Coronary Artery Calcium Screening, Traditional CAD Predictors, & Education: Synergy to Advance Preventative Medicine for Firefighters and Police Officers. Abstract.

3. **Hilvers RH**. Wilderness Images: *The Men of South Georgia*. Wilderness and Environmental Medicine 2003; 14(4):261.
4. Bitran D., **Hilvers R.J.**, Fryc C.A., and Erskine M.S. Life Science 58(7); P573-93 (1996).
5. Bitran D., Kellogg C.K., and **Hilvers R.J.** Hormones and Behavior 27(4); P568-583 (1993).
6. Bitran D., **Hilvers R.J.**, and Kellogg C.K. Brain Research 581(1); P 157-161 (1991).
7. Bitran D., **Hilvers R.J.**, and Kellogg C.K. Behavioral Neuroscience 105(5); P653-662 (1991).

LOGAN J. DANIELSON, D.O., CAQSM

2426 W Centennial Pl • Spokane, WA 99201 • 208.249.2678 (Cell) • loganjdanielson@gmail.com

EXPERIENCE

EMERGENCY RESPONDERS HEALTH CENTER SPOKANE, WA| 2024- PRESENT

Primary Care Sports Medicine Physician, Assistant Medical Director

- Supporting the health of first responders and their families through comprehensive, preventative, and holistic care.
- Provide full spectrum of health services including: Primary Care, Urgent Care, Sports Medicine, and Comprehensive Annual Wellness visits.

UNIVERSITY OF CALIFORNIA- BERKELEY BERKELEY, CA| 2022-2024

Associate Team Physician, Primary Care Sports Medicine/Urgent Care Physician

- Primary Care Sports Medicine Physician for Cal's 900+ intercollegiate athletes, competing across 30 varsity sports. Provided event coverage for NCAA Division 1 Athletics- including Football, Basketball, Rugby, Soccer, and Gymnastics
- Frequent use of diagnostic and therapeutic ultrasound, including PRP injections

UNIVERSITY OF CALIFORNIA- SAN FRANCISCO BERKELEY, CA| 2022-2024

Primary Care Sports Medicine Clinical Faculty

- Clinical Educator for UCSF Sports Medicine Fellowship in topics of event coverage, musculoskeletal medicine, primary care for athletes, musculoskeletal ultrasound, etc.

EDUCATION

UNIVERSITY OF ARIZONA TUCSON, AZ | 2021-2022

Primary Care Sports Medicine Fellowship

- Provided event coverage for University of Arizona NCAA Division 1 football, basketball, gymnastics, baseball, and soccer; professional hockey and rodeo; mass participation running and wrestling events; and Park City Utah ski injury clinic.
- Instructed family medicine residents on Sports Medicine curriculum in didactic lectures.
- Developed strong diagnostic and procedural ultrasound skills.
- Delivered personalized care to patients of all ages to manage acute and chronic musculoskeletal conditions in support of their overall health.

COMMUNITY HEALTH CARE TACOMA, WA| 2018-2021

Family Medicine Residency

- Full spectrum family medicine training in a University of Washington affiliated Federally Qualified Healthcare Center.
- Focused on lifestyle changes, nutrition, and medication management to improve overall health outcomes.

STONY BROOK SOUTHAMPTON HOSPITAL SOUTHAMPTON, NY| 2017-2018

Transitional Year

- Extensive internal medicine training in preparation for PM&R residency
- Exposure to family medicine program which better matched desired sports medicine career

WESTERN UNIVERSITY COLLEGE OF OSTEOPATHIC MEDICINE OF THE PACIFIC POMONA, CA| 2013-2017

Doctor of Osteopathic Medicine

- Nutrition in Medicine Scholar

THE COLLEGE OF IDAHO CALDWELL, ID | 2011

Bachelor of Science- Biology, Chemistry Minor

- *Magna Cum Laude*

BOARD CERTIFICATION AND LICENSURE

- **Primary Care Sports Medicine, Certificate of Added Qualification-** 2022- Present
- **American Board of Family Medicine-** Board Certified, 2022-Present

ACADEMIC ACTIVITIES

NEJM Knowledge+ Sports Medicine Board Review Question Writer. 2022

Emergency Medicine Residency Musculoskeletal Knowledge Assessment Survey- A Pilot Study- University of Arizona, Tucson, AZ. 2021- 2022.

Evaluating Effectiveness of Shared Medical Appointments in Improving Clinical and Educational Outcomes of Patients with Type 2 Diabetes Mellitus. Community Health Care FM Residency Class of 2021 Research project. Tacoma, WA, 2019-2021.

CONFERENCE PRESENTATIONS

"Emergency Medicine Residency Knowledge Assessment Survey." Poster Research Presentation. AMSSM National Meeting, 2022

"Plant, Pop, Probably Pulled It." Poster Case Presentation. AMSSM National Meeting, 2022

"Implementation of Shared Medical Appointments in a Community Health Clinic Setting." Quality Improvement. Tacoma Family Medicine Research Day, Tacoma, WA. 2021.

"Rare Cause of Anterior Shoulder Pain in a High Level Teenage Gymnast." AMSSM Virtual Annual Meeting, 2020.

"Levetiracetam Induced Rhabdomyolysis." Stony Brook Southampton Research Day. Southampton NY. 2018.

HONORS AND AWARDS

Nutrition in Medicine Scholar *2014*

- Recognition for study and focus on the impacts of nutrition on health.

TOUCH Recognition for Community Service *2015*

- Recognition for providing 120+ community service hours through medical school.

PROFESSIONAL MEMBERSHIP

- **American Medical Society for Sports Medicine-** 2019-Present
- **American Academy of Family Physicians-** 2018- Present

PERSONAL INTERESTS

Enjoying my Mountain West roots by hitting the slopes, fly fishing, mountain biking, or camping. I also enjoy a good book or podcast, travelling to Central America or Mexico, and spending time adventuring outdoors with my growing family.

420 W. 28TH AVE • SPOKANE, WA, 99203

PHONE (509) 995-2794 • E-MAIL LUMPA2_SAM@MSN.COM

SAMANTHA K KNAPP

OBJECTIVE

Dedicated Doctor of Nursing Practice (DNP) Advanced Registered Nurse Practitioner (ARNP) wishing to continue and advance in my role within the Emergency Responders Health Clinic. Committed to delivering compassionate, evidence-based, holistic care to emergency responders and their families while collaborating with interdisciplinary teams to optimize patient outcomes and promote community wellness.

PROFESSIONAL EXPERIENCE

10/2024 – present Emergency Responders Health Center Spokane, WA.
Doctor of Nursing Practice, Advanced Registered Nurse Family Practitioner

- Completed 2-month fellowship at Emergency Responders Health Center in Boise, Idaho.
- Family practice care for all age groups. Strong focus on police and fire annual wellness exams that incorporate audiometry and vision screening, full blood panel review, body composition analysis, and cardiac stress testing with goal of cardiovascular and cancer risk stratification via evidence-based, preventative healthcare.

09/2023 – 10/2024 Community Health Association of Spokane Spokane, WA.
Doctor of Nursing Practice, Advanced Registered Nurse Practitioner Resident

- Completed Family Nurse Practitioner 13-month residency program.
- Family practice care for all age groups whilst performing a quality improvement project, providing evidence-based practice care, and participating in specialty rotations for pediatrics, women's health, orthopedics, behavioral health, cardiology, rheumatology, HIV, street med, and potentially, endocrinology.

08/2020 – 05/2023 Washington State University College of Nursing Spokane, WA.
Graduate Student Teaching Assistant

- Clinical instructor for first and second-semester undergraduate nursing students
- Educator, leader, and mentor for students during geriatric and medical-surgical rotations

04/2016 – 08/2023 Providence Surgery & Procedural Center Spokane Valley, WA.
BSN, RN

- Preoperative and postoperative registered nurse
- Orthopedics surgeries, basic pediatrics, and endoscopies

11/2013 - 04/2016 Columbia Surgical Specialist Spokane, WA.
BSN, RN

- Preoperative, operating room circulator, and postoperative registered nurse
- General surgeries, ear-nose-throat, plastics, basic pediatrics, and endoscopies
- Initially trained for postoperative, advancing to preoperative and operating room settings

03/2010 - 11/2013 St. Luke's Rehabilitation Spokane, WA.
BSN, RN

- First professional nursing position after obtaining my Bachelor of Science degree
- Specialized in spinal cord injuries, orthopedics, cerebrovascular accidents, brain injuries, and ventricular assistive device patients
- Assisted in developing and implementing a new Mentorship Program for new nurses

420 W. 28TH AVE • SPOKANE, WA, 99203

PHONE (509) 995-2794 • E-MAIL LUMPA2_SAM@MSN.COM

SAMANTHA K KNAPP

LICENSURE AND CERTIFICATIONS

- Washington State Advanced Registered Nurse Practitioner, AP61448052, expiration 04/09/2026
- Idaho State Advanced Registered Nurse Practitioner, CNP 6648, expiration 04/09/2026
- Washington State Registered Nurse, RN60125141, expiration 04/09/2026
- Idaho State Registered Nurse, RN 76648, expiration 04/09/2027
- Advanced Cardiac Life Support, expiration 05/2025
- Basic Life Support, expiration 05/2025

EDUCATION

2020 – 2023 Washington State University College of Nursing (WSU-CON) Spokane, WA.
DNP Family Nurse Practitioner

2008 – 2009 Washington State University College of Nursing Spokane, WA.
BSN/Nursing major

2004 – 2007 Eastern Washington University (EWU) Cheney, WA.
BSN/Nursing major/Psychology minor

2000 – 2004 Medical Lake High School (MLHS) Medical Lake, WA.
Diploma

SCHOLARSHIPS AND HONORS

- Summa Cum Laude Honors in May 2023 with a Doctoral degree from WSU-CON
- Magna Cum Laude Honors pursuing Bachelor at WSU-CON
- Graduate Certificate in Nursing Leadership by May 2023 with a Doctoral degree from WSU-CON
- Washington State University Advanced Nursing Education Workforce (ANEW) grant
- Sigma Theta Tau International Honor Society while pursuing a Doctoral degree at WSU-CON
- Sigma Theta Tau International Honor Society while pursuing a Bachelor's degree at WSU-CON

DOCTORAL PROGRAM PROJECT FOCUS

- Quality improvement project: Tools for Advancing Mental Health Awareness of Rural Adolescents and Children (TAMARAC) by providing psychoeducational anxiety resources for Washington State rural school districts
- This project is supported and in partnership with WSU-CON and the Rural Health Alliance
- Project disseminate at the Western Institute of Nursing Conference in April 2023

MEMBERSHIPS AND INTERESTS

- Nurse Practitioner Group of Spokane membership
- Advanced Registered Nurse Practitioners United of Washington State Membership
- American Association of Nurse Practitioners Membership
- Half Ironman World Championship Athlete 2018 (qualified in Coeur d'Alene, ID)
- Ironman World Championship Athlete 2022 (qualified in Juneau, AK)

REFERENCES

More than happy to provide upon request.

CURRICULUM VITAE

Dr. Evan J. Parton PT, DPT, MTC, FDNS, OCS, FAAOMPT
404 W Graves Rd
Spokane, WA 99218
Phone: (509) 881-1742
email: eparton@er-hc.org

Education:

Post-Doctoral Fellowship
Bellin College
OMPT Fellowship Program
09/2018 - 06/2020

Residency Year/Pre-Fellowship Program (Manual Therapy Certificate Hybrid)
Evidence in Motion Institute of Healthcare Professions
Orthopedic Manual Physical Therapy
09/2017 - 09/2018

Doctorate in Physical Therapy
Eastern Washington University
School of Physical Therapy
09/2014 - 06/2017

Bachelor of Science
Northwest Nazarene University
Magna Cum Laude
Pre - Physical Therapy
08/2010 - 05/2014

Licensure Information:

Physical Therapy: Washington PT60728809
Physical Therapy: Idaho PT6930

Certifications:

Certified Manual Physical Therapist, 2018 - present
Endorsed Spinal Manipulative Physical Therapist (WA), 2018 - present
Board-Certified Clinical Specialist in Orthopedic Physical Therapy, 2019 - present
Fellow, American Academy of Orthopedic Manual Physical Therapists, 2020 - present
Certification in Dry Needling (State of Idaho), #PTDN-7686, 2021 - present
Certified Functional Dry Needling Specialist, 2024 - present
Endorsed Intramuscular (Dry) Needling Physical Therapist (WA), 2024 - present

Employment and Positions Held:

Physical Therapist
Emergency Responders Health Center
Spokane, WA
November 2024 - Present

Co-Owner
Excel Clinical Education
Meridian, ID
2022 - present

Orthopedic Faculty
Evidence in Motion Institute of Healthcare Professions
2022 - present

Physical Therapist
U-District Physical Therapy
Spokane, WA
January 2024 - November 2024

Physical Therapist - PRN
Powerback Rehabilitation
Spokane, WA
March 2024 - October 2024

Senior Adjunct Faculty, DPT-822-1 Musculoskeletal Management
Whitworth University School of Physical Therapy
Spokane, WA
Fall 2023, 2024

Senior Adjunct Faculty, DPT 701 Human Anatomy
Whitworth University School of Physical Therapy
Spokane, WA
Fall 2022, 2023, 2024

Senior Adjunct Faculty, DPT-823-1 Musculoskeletal Management IV
Whitworth University School of Physical Therapy
Spokane, WA
Summer 2024

Physical Therapist
Kootenai Health
Coeur d'Alene, ID
2020 - 2023

OMPT Fellowship Mentor Leader
Bellin College OMPT Fellowship Program
Green Bay, WI
May 2021 - June 2023

Adjunct Faculty, PHTH 612S Musculoskeletal II
Eastern Washington University School of Physical Therapy
Spokane, WA
2019 - May 2023

Adjunct Faculty, PHTH 511-40 Clinical Kinesiology
Eastern Washington University School of Physical Therapy
Spokane, WA
January 2022 - May 2023

Lead Faculty, DSC 653: Management of Cervical Thoracic Disorders
Bellin College OMPT Fellowship Program
Green Bay, WI
January 2022 - March 2022

Adjunct Faculty, PHTH 612S Musculoskeletal I
Eastern Washington University School of Physical Therapy
Spokane, WA
2019 - 2022

MICHELLE SINGEO

Spokane, WA | (907) 750-5244 | msingeo31@gmail.com | LinkedIn

PROFESSIONAL SUMMARY

Dynamic and compassionate healthcare leader with 10+ years of experience in clinic management, business operations, and financial oversight across diverse medical settings. Proven track record of strategic planning, team development, and system implementation to drive patient-centered care and sustainable growth. Currently serving as Clinic Director for a specialized health center serving first responders, with a passion for holistic healthcare solutions and operational excellence.

PROFESSIONAL EXPERIENCE

Clinic Director

Emergency Responders Health Center | Spokane, WA

October 2024 – Present

- Lead the launch and operational oversight of a new clinic dedicated to the specialized health needs of first responders (firefighters, EMS, police officers).
- Develop and implement strategic plans to align care delivery with the clinic's mission to “prescribe lifestyle, minimize medicine.”
- Oversee hiring, onboarding, and management of multidisciplinary staff, including providers, therapists, and administrative personnel.
- Implement policies and procedures to ensure compliance, safety, and efficiency in patient care delivery.
- Collaborate with public safety agencies, local organizations, and community stakeholders to support outreach, trust-building, and integrated care.
- Manage clinic budget, vendor contracts, and insurance partnerships to maintain financial sustainability and quality of care.

Business Manager

Gonzaga University – Center for Student Involvement | Spokane, WA

October 2022 – September 2024

- Managed budgets across 280+ fund accounts and facilitated over $680K in annual Concur transactions.
- Designed and delivered financial training programs for 200+ student clubs focused on budget planning, fundraising, and purchasing.
- Oversaw financial operations including purchasing, reimbursements, journal entries, and travel logistics for student clubs and department staff.
- Built systems to track $600K+ in student-led organization funding while ensuring compliance and fiscal accountability.
- Served as the finance liaison between the Center and university departments.

Practice Lead

Northwest Natural Dentistry | Hayden, ID

August 2020 – July 2022

- Directed business operations for a natural dentistry clinic generating $5M in annual production.
- Led budgeting, financial forecasting, and performance monitoring, increasing revenue by 15% month-over-month.
- Introduced and managed employee benefits program, insurance processing, and AR/AP systems.
- Developed and executed community marketing strategies to boost brand visibility and patient engagement.

Business Manager

The Eye Care Team | Spokane, WA

March 2016 – March 2020

- Spearheaded financial planning and analysis for a $2.5M practice, resulting in a 40% revenue increase over four years.
- Managed all HR functions, including hiring, onboarding, training, and employee relations.
- Led initiatives to improve team morale, workflow efficiency, and patient service standards.
- Created and tracked financial reports including profit and loss statements, income forecasts, and expense analysis.

EDUCATION

Master of Business Administration
Western Governors University

Bachelor of Arts in Sociology & Business
Minor: Communications
University of Alaska Fairbanks | December 2011
• President, Sociology Club
• Treasurer, Business Club

CERTIFICATIONS & SKILLS

• Medical Management Certification
• ICD-10 Billing & Coding Certification
• Advanced Treatment Coordinator Certification
• Licensed Optician
• Women’s Leadership Program Certification
• Concur | Banner | Excel | EHR/EMR

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 18, 2025

WA UBI No.	605 544 094
L&I Account ID	447,471-00
Legal Business Name	EMERGENCY RESPONDERS HEALTH CENTER LLC
Doing Business As	EMERGENCY RESPONDERS HEALTH CE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

License Information:

New search Back to results

Entity name: EMERGENCY RESPONDERS HEALTH CENTER, LLC

Business name: EMERGENCY RESPONDERS HEALTH CENTER, LLC

Entity type: Limited Liability Company

UBI #: 605-544-094

Business ID: 001

Location ID: 0001

Location: Active

Location address:
ROCK POINT II
1330 N. WASHINGTON
STE 1080
SPOKANE WA 99201

Mailing address:
PO BOX 44828
BOISE ID 83711-0828

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	Aug-31-2025	Aug-07-2024
Spokane General Business				Active	Jul-31-2025	Jul-15-2024
Spokane Valley General Business - Non-Resident				Active	Jul-31-2025	Jul-17-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HILVERS, ROBERT	

The Business Lookup information is updated nightly. Search date and time: 6/18/2025 9:51:34 AM

Contact us

How are we doing?
Take our survey!

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

EMERRES-01 HREEDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2025

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 WAFD Insurance Group, Inc. 513 Cleveland Ave Caldwell, ID 83605	CONTACT NAME: Heidi Reeder PHONE (A/C, No, Ext): (208) 344-6565 FAX (A/C, No): (208) 344-7398 E-MAIL ADDRESS: heidir@wafdinsurance.com
INSURED Emergency Responders Health Center LLC PO Box 44828 Boise, ID 83711	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Main Street America Group INSURER B : Travelers Casualty Insurance Company of Americ — 19046 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		BPJ1528V	9/1/2024	9/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA6N485478	9/1/2024	9/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BPM 3100 1207 Non Contractors Blanket Additional Insured Endorsement

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

Ted Bell

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/21/2025

Date Rec'd	6/26/2025
Clerk's File #	OPR 2025-0506
Cross Ref #	ORD C36728
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH 509-625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE BWILKERSON MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0560-AWARD FROM ADMINISTRATIVE OFFICE OF THE COURTS FOR

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Therapeutic Court programs from July 1, 2025 through June 30, 2026. the AOC cost categories are available for salary and benefits, program equipment and technology, training and travel, treatment, and recovery services.

Summary (Background)

The AOC provides annual financial support to the therapeutic court programs; however, applications and budgets are required annually. The funding cannot supplant existing funds. Therapeutic Courts received $430,330.00 to support: -Salary and Benefits: $319,121.00 -Staff Equipment and Technology: $2,790.00 -Team Training/Travel: $38,000.00 -Treatment Services: $39,419.00 -Recovery Supports: $31,000.00

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 430330.00
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

The Administrative Office of the Courts does not require a match for the award. Applications are required annually, the funding cannot supplant existing funds.

Amount		Budget Account
Revenue	$ 430,330	# 1360-XXXXX-99999-33412-99999
Expense	$ 319,121	# 1360-XXXXX-12510-51***/52***-99999
Expense	$ 2,790	# 1360-XXXXX-12510-53502-99999
Expense	$ 38,000	# 1360-XXXXX-12510-544***-99999
Expense	$ 70,419	# 1360-XXXXX-12510-54201-99999
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

The Administrative Office of the Courts provides annual funding to support the programs. The actual amount varies from year to year. The funding is July 1st through the following June 30th.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	DELANEY, HOWARD	ACCOUNTING -	BROWN, SKYLER
Division Director	LOGAN, MARY		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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ddaniels@spokanecity.org	kbustos@spokanecity.org

Docusign Envelope ID: AC6DD96C-A849-4585-852F-C79D3089A523

WASHINGTON COURTS

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AGREEMENT # IAA26858
AND
SPOKANE MUNICIPAL COURT
FOR
THERAPEUTIC COURTS

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Spokane Municipal Court , referred to as "Court or Agency".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

a. Use funding to identify individuals before their Therapeutic Court, as defined by RCW 2.30.030, with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Treatment Services and Recovery Supports.

Docusign Envelope ID: AC6DD96C-A849-4585-852F-C79D3089A523

b. Submit reports to CLJ Therapeutic Court Program, following the following guidelines:
   i. Content of reports shall include:
      - Document the progress of their Therapeutic Court Program.
      - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
      - The services provided to program participants for the corresponding quarter.
      - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
      - Any questions CLJ Therapeutic Court staff include in the reporting portal
   ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/25-09/30/25	1	10/15/25
10/01/25-12/31/25	2	01/15/26
01/01/26-03/31/26	3	04/15/26
04/01/26-06/30/26	4	7/15/26 (final report for the year)

   **** Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.***
   iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.

c. Submit questions related to deliverables or the required applicability to Court to your CLJ Therapeutic Court Contract Manager via email.

d. Other deliverables shall be required applicable to a specific Therapeutic Court may include the following:
   i. Planning:
      - Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at https://allrise.org/trainings/online-courses/
      - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).

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- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

ii. Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold community partner meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
- Create Memorandum of Understanding (MOU's) with stakeholders.

iii. Scale and Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

iv. Other

- Engage in technical assistance with the CLJ Therapeutic Courts team.
- Attend regular meetings with the Administrative Office of the Court CLJ Therapeutic Courts team.
- Attend trainings identified and/or provided by the CLJ Therapeutic Courts team.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **$430,330.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	$319,121.00
Staff Equipment & Technology	$2,790.00
Team Training/Travel	$38,000.00
Treatment Services	$39,419.00
Recovery supports	$31,000.00
Total Amount	**$430,330.00**

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC CLJ Therapeutic Court Contract Manager. This can be an authorization provided by email.

A list of allowable and unallowable expenses is provided to Court within attachment A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

a. The AOC will notify the Court no later than May 1, 2026 **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

b. The Court must submit the final program Invoice to the AOC CLJ TC Therapeutic Court Contract Manager no later than July 12, 2026. The revenue sharing process must be completed by August 1, 2026.

7. INVOICES; BILLING; PAYMENT

The Agency will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: IAA26858
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC CLJ Therapeutic Court Contract Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The CLJ Therapeutic Court Contract Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Ginnava Hooft PO Box 41170 Olympia, WA 98504-1170 Ginnava.Hooft@courts.wa.gov	**Sarah Thompson** 1100 W Mallon Ave. Spokane, WA 99201 sthompson@spokanecity.org

9. RECORDS, DOCUMENTS, AND REPORTS

a. Records Retention. The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is

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commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized

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representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.

a. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

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

c. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

d. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

e. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

g. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

h. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

i. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.

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j. 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.

k. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

l. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

m. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

n. 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.

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

p. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

q. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may

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elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

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

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

s. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS	**Spokane Municipal Court THERAPEUTIC COURTS**
Dawn Marie Rubio 6/25/2025	Howard Delaney 6/25/2025
Signature *Date*	*Signature* *Date*
Dawn Marie Rubio	**Howard Delaney**
Name	*Name*
WA State Court Administrator	Court Administrator
Title	*Title*

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ATTACHMENT A: USE OF FUNDS

<table>
<tr><th colspan="2">FY2026 Use of Funds</th></tr>
<tr><td><u>Allowable Expenses</u>
Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</td><td><u>Unallowable Expenses</u>
Funds cannot be used for:
Replacing or supplanting the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding).
Program incentives that constitute a gift or reward.
Items and activities outside of the cost categories listed in the Court's contract.
The list of unallowable expenses is <u>not exhaustive.</u> If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</td></tr>
<tr><td><u>Personnel Costs</u>
Personnel salaries and benefits for staff while working on therapeutic court duties or procedures

Court Staff including:
Coordinator
Case Manager
Peer Support
Prosecution
Defense
Probation
Judicial Officers
Judges
Pro Tem Judges
Commissioners</td><td><u>Personnel Costs</u>
Court Staff including:
Security Personnel
Supporting the salary/benefits of any staff member not related to the therapeutic court
Indirect Cost</td></tr>
</table>

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Supporting documents must list staff member name, staff member title, pay period • Payroll Ledgers • Pay Stubs Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

Staff Equipment & Technology
• Includes equipment, supplies, software, and IT maintenance for staff that support the program.
• Computers
• Cell Phones
• Printers/Fax Machines
• Staff Desk equipment and supplies
  ○ Office Chairs for Staff
  ○ Office Desk for Staff
  ○ Desk Phone
  ○ Keyboard/Mouse
  ○ Monitor(s)
  ○ Headsets
  ○ Computer Webcams
  ○ Desk Organizers/Storage
  ○ Pens/Pencils
  ○ Paper/Notebooks
  ○ Paper Clips/Binders/Stapler
  ○ A/V equipment for courtroom
  ○ Other Office supplies
  ○ Translation Services (program materials)
• IT Maintenance and Tech Support
• Software Subscriptions
• Supplies for community meetings and staff retreats
	Staff Equipment & Technology
	• Furniture
	  ○ Couches
	  ○ Beds
	  ○ Armoire
	  ○ Atelier
	  ○ Chaise longue
	  ○ Chifforobe
	  ○ Dresser
	  ○ TV Stands
	  ○ Bookcases
	  ○ Accent Chairs
	  ○ Conference Table
	• Software
	  ○ *New* subscriptions for case management software
	  ○ OCourt Subscriptions
	• Other Technology
	  ○ A/V equipment for conference rooms

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Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

Team Training/Travel
Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.
 	
Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov
 	
Prioritized Trainings
• WSADCP trainings/conferences
• All Rise trainings/conferences
 	
Other Eligible Training Suggestions upon approval of contract team
• NADCP trainings/conferences
• Center for Justice Innovation (CJI) trainings/conferences
 	
Travel expenses related to training
• Meals (per diem rate)
• Air travel – travel insurance/refundable tickets recommended
• Lodging (per diem rate) – the AOC will not reimburse until after checkout
• Transportation
  ○ Mileage
  ○ Car rental
  ○ Parking
	Team Training/Travel
	• Training and travel expenses not pre-approved by AOC staff
	• Staff mileage to/from work site
	• Purchase of vehicles

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○ Other Transport ▪ Ferries ▪ Taxis ▪ Uber/Lyft ▪ Bus fare ▪ Shuttle fare ▪ Subway/Link/Railway fare *Tips cover transportation and must not be over 15% of purchase total. <u>Supporting documents</u> must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care. • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing	**<u>Treatment Services</u>** • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

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• Treatment Staff/Peer Support contracted by the court
  ○ Mental Health Services
  ○ Peer Support Services
  ○ SUDP
  ○ Veteran's Support Services
 	
<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment
• Receipts
• Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

<u>Recovery Supports</u>
Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.
****Not an exhaustive list***
 	
• Participant Transportation
  ○ Bus Passes
  ○ Uber/Lyft Rides
  ○ Car Services
  ○ Other Transit Services
• Food & Beverages - ***Participants**
  ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than $20.00 per person)
  ○ Snacks
  ○ Water
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Food & Beverages ***Staff**
	<u>Recovery Supports</u>
	• Gas cards
	• Gift Cards
	• Gifts
	• Logoed apparel
	• Driver Educational Courses
	• License reinstatement fees (i.e. Tickets, fines, etc.)
	• Advertising on radio stations, newspapers, billboards, etc.

○ Meals (*Must follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages *(*no mocktails allowed*)* • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education ○ Parenting Classes ○ Financial Literacy • Graduation supplies • Driver's license/ID replacement fee Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
Other Direct Costs Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourtsApplications@courts.wa.gov	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/18/2025
Clerk's File #	OPR 2025-0500
Cross Ref #	ORD C36725
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	MAREN X6737
Contact E-Mail	MMURPHY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0650 - ACCEPTANCE OF WA COMMERCE FUNDS OF $280,000 FOR PHASE 2

Agenda Wording

Acceptance of WA Commerce Funds of $280,000 for Phase 2 Climate Planning

Summary (Background)

The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with a focus on resilience and greenhouse gas emissions mitigation. WA Dept. of Commerce has made available funding for climate planning. The City has requested $280,000 for Phase 2 for the 2025-2027 biennium, which is the remaining funding allocated. Phase 2 will focus on policy development, prioritization, environmental justice engagement and outcomes, and integration into the Plan Spokane 2046 comprehensive plan periodic update, due in December 2026. City Council accepted $420,000 for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142), which focused on community engagement, impacts analysis, gap analysis, and climate vulnerability and risk assessment with completion in June 2025. The WA Dept. of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act.

What impacts would the proposal have on historically excluded communities?

Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted

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 planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and

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

Following the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.

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: Council Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. "update the Comp Plan with …climate goals"

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 280,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This funding is for the 2025-2027 biennium. Council accepted $420,000 for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142). The WA Dept. of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act.

Amount		Budget Account
Revenue	$ 280,000	# 1360-94175-99999-33442-20269
Expense	$ 280,000	# 1360-94175-58700-54201-20269
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	ACCOUNTING -	BROWN, SKYLER
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	sgardner@spokanecity.org
smacdonald@spokanecity.org	mmurphy@spokanecity.org
eking@spokanecity.org	tblack@spokanecity.org
jstratton@spokanecity.org	nzollinger@spokanecity.org
klouden@spokanecity.org	mharrington@spokanecity.org

Interagency Agreement with

City of Spokane

through

Growth Management Services

Contract Number:
26-XXXXX-XXX

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 26-XXXXX-XX

Local Government Division
Growth Management Services
2025-2027Climate Planning Grant

1. Contractor City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201		**2. Contractor Doing Business As (as applicable)** N/A	
3. Contractor Representative Maren Murphy Principal Planner 509 625-6737 mmurphy@spokanecity.org		**4. COMMERCE Representative** Noelle Madera Climate Operation Team Lead 509-818-1040 noelle.madera@commerce.wa.gov	PO Box 42525 1011 Plum St. SE Olympia, WA 98504
5. Contract Amount $280,000	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** Date of Execution	**8. End Date** June 30, 2027
9. Federal Funds (as applicable) N/A	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # N/A	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #** N/A

14. Contract Purpose
For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget

FOR CONTRACTOR	**FOR COMMERCE**
DRAFT ONLY - DO NOT SIGN	
_____ <insert name>, <insert title>	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

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Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

> "The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **two hundred eighty thousand ($280,000**), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables and services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-XXXXX-XXX. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar

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days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered 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.

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

Final Invoices
Commerce will provide notification of the end of contract due date.

Grant Timeline
COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

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 subcontractors.

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

Line Item Modification of Budget

A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).

B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to

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the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

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General Terms and Conditions

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

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

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

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prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

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15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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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

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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.

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Attachment A: Scope of Work

Task, Steps, Deliverables	Description	Start Date	End Date
Step 5	**Develop Draft Climate Resilience and GHG Goals and Policies**	**July 2025**	**Jan 2026**
Task 5.1	Develop Phase 2 climate engagement strategies with focus on environmental justice and Tribal engagement per RCW 36.70A.020	July 2025	Aug 2025
Task 5.2	Develop draft climate resilience and GHG goals and policies	July 2025	Oct 2025
Task 5.3	Develop multi-criteria prioritization analysis framework, including policy co-benefits, equity, and opportunity cost considerations	Aug 2025	Nov 2025
Task 5.4	Conduct multi-criteria prioritization analysis	Nov 2025	Feb 2026
Deliverable 5	Memo on draft climate goals and policies • Multi-criteria prioritization analysis framework and outcomes		Mar 2026
Step 6	**Environmental Justice Review**	**July 2025**	**Mar 2026**
Task 6.1	Review environmental justice considerations and propose amendments for land use and transportation goals and policies per RCW 36.70A.070, including efforts to avoid creating or worsening environmental health disparities	July 2025	Feb 2026
Deliverable 6	Memo on EJ outcomes and amendments for land use and transportation		Mar 2026
Step 7	**Integrate Climate Resilience and GHG Goals and Policies**	**Jan 2026**	**May 2026**
Task 7.1	Finalize resilience and GHG goals and policies and develop integrated matrix across elements	Jan 2026	Apr 2026
Deliverable 7A	Final matrix of resilience and GHG goals and policies		Apr 2026
Deliverable 7B	Final environmental justice engagement summary with documentation of participation of overburdened communities, vulnerable populations, and Tribes		May 2026

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Attachment B: Budget

Deliverables	Grant Funds
Deliverable 5: Memo on draft goals and policies, multi-criteria prioritization analysis framework and outcomes	$150,000
Deliverable 6: Memo on EJ outcomes and amendments for land use and transportation	$75,000
Deliverable 7A: Final matrix of resilience and GHG goals and policies	$35,000
Deliverable 7B: Final environmental justice engagement summary with documentation of participation of overburdened communities, vulnerable populations, and Tribes	$20,000
Total	**$280,000**

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

Date Rec'd	6/25/2025		
Clerk's File #	OPR 2025-0501		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	6402-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	CR27681
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 RFQ 6402-25 UPRIVER SPILLWAY GANTRY CRANE DESIGN		

Agenda Wording

Contract for Design and Engineering of Gantry Crane for Upriver Dam Spillway.

Summary (Background)

The existing gantry crane is of 1936 construction and is far past its useful life. There are many structural and safety concerns with its use. The new design will have improved safety factors, an expected 30yr lifespan, and modern components.

What impacts would the proposal have on historically excluded communities?

Public works projects and services aim to improve infrastructure that serves 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.

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 for the Upriver Hydroelectric project and is not a public-facing program.

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 regulation's 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, improve worker safety, and ensure safe dam operations.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 122,560.00
Current Year Cost	$ 122,560.00
Subsequent Year(s) Cost	$ Zero

Narrative

This project was a publicly announced IRFQu using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates.

Amount		Budget Account
Revenue	$ 122,560.00	# 4100-42490-94340-56401-11088
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	

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

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

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Authorized Signer Tim Ramsey	

Committee Briefing Paper
Public Safety & Community Health Committee

Committee Date	6-30-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7901 or 509-638-9983
Council Sponsor(s)	Klitzke, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	**4100 RFQ 6402-25 Upriver Spillway Gantry Crane Design**
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**This professional services contract is for design and engineering of a replacement gantry crane at the Upriver Hydroelectric Project spillway. The existing gantry crane is of 1936 construction and is far past its useful life. There are many structural and safety concerns with its use. The new design will have improved safety factors, an expected 30yr lifespan, and modern components.**

Fiscal Impact

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

Total Cost: $122,560.00

Current year cost: $122,560.00

Subsequent year(s) cost: N/A

Narrative: **This project was a publicly announced IRFQu using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates**.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? **Water Dept CIP, 4100-42490-94340-56401-11088**

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

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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 projects and services aim to improve infrastructure that serves 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.

- 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 for the Upriver Hydroelectric project and is not a public-facing program.

- 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 reqgulations 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, improve worker safety, and ensure safe dam operations.

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

CONSULTANT AGREEMENT

Title: UPRIVER SPILLWAY GANTRY CRANE DESIGN

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MESA ASSOCIATES, INC.**, whose address is 480 Production Avenue, Madison, Alabama 35758, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide Upriver Spillway Gantry Crane Design Services; and

WHEREAS, the Consultant was selected from IRFQu 6402-25.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on July 21, 2025, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in 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 Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Response to IRFQu, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($122,560.00)**, plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Water & Hydroelectric Department, Administration Office, 2701 North Waterworks Street, Spokane, Washington 99212. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

K. **Subconsultant**: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

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 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 Consultant's services to be provided under this Agreement.

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

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City. With the exception of Professional Liability insurance, the certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless

approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

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

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to IRFQu

25-145a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	IRFQu 6402-25
Bid Title	Upriver Spillway Gantry Crane Design
Due Date	Friday, June 6, 2025 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Mesa Associates, Inc.
Submitted By	Reggie Headrick - Friday, June 6, 2025 10:34:45 AM [(UTC-08:00) Pacific Time (US & Canada)] cpc@mesainc.com
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Qualifications document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	5	Proposer confirms that the Firm meets the minimum requirements of three (3) years of demonstrated experience in land use planning, development regulations, civil engineering, SEPA environmental impact statements, and community engagement.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 4 "Proposal Content" instructions.	YES

	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Ian Whiteley (509)290-9902 iwhiteley@mesainc.com
	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Tim Ramsey 865-621-5402 tramsey@mesainc.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	25PGNO109_Upriver Spillway Gantry Crane Design.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Attachment 1 Terms & Conditions (Mesa rev 1 6.5.25).pdf
	3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

Mesa Associates, Inc.

Engineers and Consultants

480 Production Ave.
Madison, AL 35758

707 W. Main Avenue, Ste. B1
Spokane, WA 99201

CONFIDENTIALITY NOTE:
This proposal and accompanying documents contain information from Mesa Associates, which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this document. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited.

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Proposal to:

City of Spokane

Upriver Spillway Gantry Crane Design

Mesa Proposal # 25PGNO109

June 6, 2025

In response to RFQ 6402-25

Contact Information

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1 LETTER OF SUBMITTAL

Dear Mrs. Tanya Lester,

Mesa Associates, Inc. (Mesa) is pleased to present this proposal to the City of Spokane Water & Hydroelectric Department in response to RFQ 6402-25 to provide design engineering services for a new gantry crane at the Upriver Spillway location in Spokane, Washington.

Mesa has the legal classification of a corporate entity that is headquartered in Madison, Alabama. The field services, civil/structural design, and in-person meetings would operate from the Spokane office, i.e. Ian Whiteley, P.E., and relay information to the design team personnel located in Tennessee. The design engineering services would utilize key personnel with gantry crane design (civil, mechanical and electrical) experience from the Knoxville and Chattanooga offices in Tennessee that would ensure economic efficiency and be available for video conference calling during design review meetings.

Mesa reviewed the minimum qualifications provided in Section 1.4 of the RFQ and complies with all the listed items.

Mesa acknowledges and agrees to the terms and conditions set forth in Attachment 1 of RFQ 6402-25 with one exception taken in the insurance section. A copy with the Mesa addition shown in red has been uploaded with this proposal.

Sincerely,

Timothy B. Ramsey, PE
Sr. Vice President
Generation, Industrial, and Government Department
Mesa Associates, Inc.
Ph: (865) 621-5402
tramsey@mesainc.com

2 INTRODUCTION

Mesa is a full-service Engineering, Procurement, and Construction Management (EPCM) firm nationally recognized for delivering high-quality, cost-effective, and innovative solutions to the electric utility industry. For this solicitation, Mesa is submitting qualifications for all requested disciplines.

Founded in 1988, Mesa has built a strong reputation for technical excellence, reliability, and efficiency in delivering complex engineering and infrastructure solutions. With over 1,000 employees across 18 offices in the U.S., including a regional office in Spokane, WA, Mesa is strategically positioned to provide responsive, high-quality engineering services for the City of Spokane. Our team has extensive experience in hydroelectric power generation, electrical grid optimization, and city infrastructure, making us a strong and capable partner for the Water & Hydroelectric Department of the City of Spokane.

Mesa's expertise spans over 30 years. We deliver structural, electrical, and mechanical engineering solutions that support capital projects, Operations and Maintenance (O&M) improvements, and long-term infrastructure planning. Our client-centered approach ensures that the City of Spokane receives innovative, efficient, and technically superior solutions that align with the requirements for this gantry crane design project.

Mesa holds Engineering On-Call (EOC) and Master Service Agreements (MSA) with seven of the top ten U.S. utilities, demonstrating our proven ability to execute complex projects with technical excellence and reliability. Mesa combines a low overhead structure with an appropriate mix of experience to provide an excellent engineering value to our customers. We have a 93% retention rate for key personnel. Retention of personnel allows us to provide consistent, highly qualified associates who are familiar with your facilities, criteria, and processes in order to maximize our productivity.

Mesa's corporate structure is divided into three primary divisions:

- Power Generation (hydroelectric, fossil, nuclear, and renewable energy)
- Power Delivery Substation
- Power Delivery, Transmission & Distribution

This contract would be executed by our Power Generation Division.

3 TECHNICAL APPROACH

Work Plan

The following contains Mesa's anticipated technical approach to accomplishing the project scope of work.

3.1 Project Initiation and Kickoff

Every project begins with the development of a written Project Execution Plan (PEP). The PEP is prepared by the Project Manager, with the support of engineering, procurement, and QA. The intent of the PEP is to consolidate and transfer information from the proposal to the project team, which will execute the project.

Mesa will conduct a project kickoff meeting where the PEP is reviewed in detail with all team members who will be involved in the work. The Project Manager will lead the meeting; attendees will typically include the responsible engineer, design/engineering personnel, any subcontractors, and the QA Manager. The intent of this meeting is to ensure that all project team members understand and agree upon the scope, schedule, and requirements, and to familiarize all with the product Mesa has committed to deliver. Quality requirements are discussed, including plans for potential vendor surveillance and special processes monitoring, if applicable. Minutes of this meeting are written and distributed by the Project Manager.

3.2 Preliminary 30% Design Phase

Upon completion of the kickoff meeting with The City of Spokane Water & Hydroelectric Department (the Department), Mesa will schedule the site visit and go over the inputs that have been provided within the RFQ. At this time, any additional related engineering documents will be acquired from the existing structure and systems.

Mesa will then conduct a site visit a few days after the kickoff meeting, or when it's approved by the Department, for 3D scanning the existing features and obstacles of the Upriver Spillway as well as to determine existing electrical power termination options. By scanning the gantry crane area, Mesa will be able to develop a 3D model of the project site to take measurements from and ensure no interferences of existing components will remain in place (excluding the man basket integration as outlined in Addendum 1 of the RFQ) that will impede the new gantry crane design. Once we have secured the necessary data to proceed with our design, this information, along with developing design deliverables, will be stored in Vault, our Document Management System (DMS). This is part of our configuration management system to maintain all relevant project documentation in a traceable, revision-based system.

Upon completion of data collection, the project team will begin the preliminary design effort. Upper-tier design documents (Schematics, Control Philosophy, Studies, etc.) will be prepared to identify major design concepts and alternative design approaches, as required. Mesa will reach out to local crane manufacturers to identify economical, high quality equipment supply options. These preliminary

documents will provide sufficient detail to establish the design features that can be cost-estimated and reviewed with all stakeholders to assure the design intent is consistent with budget, safety, and operational expectations. Other design considerations evaluated during the preliminary and all design stages include Integrated Safety Management, Reliability and Maintainability, Ergonomics, Constructability, Flexibility, and Value Engineering. In addition to design documents, outline specifications for long-lead engineering equipment procurements will be provided. A preliminary design review will be conducted, and results disseminated.

3.2.1 Deliverables

Civil/Structural Engineering

- Preliminary design drawings (plan view, elevation views, notes sheet) of conceptual structural frame for the gantry crane that encompass the parameters set forth by Attachments 2 and 3 of the RFQ. Design evaluation to be limited to the crane railing system and above, with the concrete capacity of 3,000 psi assumed to be the limit as established by Attachment 3 of the RFQ.

Mechanical Engineering

- Gantry crane equipment options based on site features (travel height, available power, etc.)

Electrical Engineering

- Preliminary design drawings (single-line diagram)
- Calculate power system requirements and verify if site's current electrical system needs to be uprated to accommodate new gantry crane power needs.

A 30% Design Review meeting will be scheduled approximately a week after the design package submittal for the Department's key personnel on the project and Mesa's design team leads to go over the content of the deliverables and come to an agreement on which gantry crane option meets all of the needs of the Department. Each option presented will be sure to accommodate the design parameters outlined in Attachment 2 and utilize inputs from Attachment 3 of the RFQ.

3.3 50% Design Phase

This phase in the design effort will involve the creation of more detailed drawing sets, equipment specifications, and calculations. The Mesa design team will perform structural analyses utilizing computer aided design software for the new structural frame and its performance against industry standard loading combinations. Mechanical and Electrical engineering activities to include the origination of equipment lists and specifications, Bill of Materials, general arrangement drawings collaboration, component detailing, equipment calculations, ETAP, loading studies, equipment specifications, and sizing of gearbox, motors, brakes, coupling shafts, keyway sizes, etc. After the 50% Design Review Meeting, a design freeze will be implemented for the 90% design effort.

3.3.1 Deliverables

Civil/Structural Engineering

- 50% design drawings (General Arrangement drawings, steel members, connection and anchorage detailing, and general notes)
- Structural Analysis Calculation (unstamped)

Mechanical Engineering

- 50% design drawings (General arrangement, schematics, equipment placement)
- Equipment Specification
- Calculations (unstamped)
- Bill of Materials (ME)

Electrical Engineering

- 50% design drawings (single-line diagram, schematics, and panel schedules)
- Calculations (unstamped)
- Bill of Materials (EE)

3.4 90% Design Phase

Following the 50% design effort, Mesa will perform the 90% detailed design. The detailed design incorporates any changes from the 50% design and develops more detailed construction drawings, specifications, test and inspection plans, and cost estimates. Detailed design will be performed in accordance with all applicable the Department standards and applicable codes and regulations of governing agencies. During the detailed design phase, Mesa will implement our internal work instructions and quality assurance processes for preparation, checking, and review of all project deliverables, which will include compliance with all industry codes and The Department's standards. Specific practices that will be applied include Document Management, Deliverables Preparation and Review, Design Control and Design Inputs, Change Control, Multidiscipline Review, Engineering Calculations, and Error Tracking and Corrective Action. Coordination of all final deliverable features and interfaces, such as utilities, the Department's furnished equipment, and all portions of the project being designed or provided by others. At this phase, the design documents are considered to have all of the detail of 100% completion and goes through one more round of final checks (90% Design Review Meeting) with the Department's personnel to receive any final comments and/or approvals prior to presenting WA PE stamped and signed documents.

3.4.1 Deliverables

Civil/Structural Engineering

- 90% design drawings [unstamped] (Updated from 50% DRM comments and more detail)

- Structural Analysis Calculation [Revised]
- Rigging and Lifting Plan

Mechanical Engineering

- 90% design drawings [unstamped] (Updated from 50% DRM comments and more detail)
- Calculations [unstamped]
- O&M Manual
- Equipment Specification
- Bill of Materials (ME)

Electrical Engineering

- 90% design drawings [unstamped] (Updated 50% drawings from DRM comments plus connection diagrams, cable and conduit schedules, tray plans, and a grounding plan)
- Calculations [unstamped]
- Bill of Materials (EE)

3.5 Final Design and Issue for Construction (IFC) Phase

The final design documents will be prepared, taking into account any comments that may have come from the 90% Design Review Meeting, and checked prior to publishing all of the final design documents (Deliverables collectively mentioned above) with Washington state PE license stamps and signatures on IFC drawings and calculations.

3.6 Post-design Phase

On-site engineering support to include coordination with the crane vendor for removal of the existing trolley, bridge, and hoist equipment, and installation of the new equipment with on-site personnel. Mesa can participate in construction bid walkdowns, RFI responses during installation, on-site crane acceptance testing, and update redlines for as-built drawings. These activities are expected to be performed within the 1-year timeframe after contract award to Mesa.

4 MANAGEMENT APPROACH

4.1 Project Management Methods

4.1.1 Quality Assurance

Mesa has placed top priority on providing quality products to each of our customers. Quality is emphasized at the top levels and provided by every Mesa associate. In our commitment to excellence, our detailed review process has proven very successful in meeting customer quality expectations. We

practice applicable client standards and requirements, perform value engineering and constructability reviews, and provide construction and field support. Mesa aims to ensure our client is provided a safe, affordable, reliable, and quality product that is easy to operate and maintain.

Mesa has a formal Quality Assurance Quality Control (QA/QC) process. The process is established under Mesa's Corporate Quality Management Program, which provides consistent methods for planning and performing engineering and design services. The **Corporate Quality Control Management Manual (MA-QM-MAN-GEN-2000)** summarizes the requirements that apply to all work performed by Mesa Associates, Inc., and can be provided if requested.

Other key processes included in Mesa's Quality program include:

Quality Planning Process (MA-QM-SOP-GEN-2009)
This process describes how leadership within each business unit creates a plan to manage quality throughout the lifecycle of a project. The customer's QA QC requirements and additional inputs are incorporated to define the technical approach, identify resources, quality assurance control measures, and ultimately develop a plan to achieve project deliverables.

Design Control (MA-QM-SOP-GEN-1028)
This process specifies the design control measures required to ensure design activities are defined, controlled, and verified to ensure the quality of design work. Mesa's quality program requires a design check of all drawings, calculations, specifications, and other design output documents. Procedures provide requirements for reviewing and checking all design output documents (i.e., deliverables), and checklists are used by reviewers to ensure the design satisfies the design criteria and all applicable codes, standards, and client requirements.

Corrective Action Management (MA-QM-SOP-CA-2003)
This process was developed to provide a structured and standardized method to identify, document, and manage quality incidents. Quality incidents are logged as Quality Action Tickets by the owning Business Unit or Support Organization and tracked by Quality Management through the Quality Management Center SharePoint site. Quality Action Tickets are not closed until the Quality Management Team can confirm that all Corrective Actions and Actions to Prevent Recurrence have been effectively implemented.

We have been successful in meeting performance expectations for our clients, receiving excellent task performance evaluations. The majority of our MSA and EOC contracts include metrics related to performance, productivity, and cost savings. Mesa diligently works towards these initiatives, striving to demonstrate the value we bring to our customers. In the most recent evaluations with our largest customer, our company received 99%-100% in all assessment areas. We have been very successful managing all KPIs for other customers, both programmatically and at task-specific levels, such as:

- Contract Compliance
- Cost and Budget Adherence
- Project Management Process

- Quality
- Safety
- Schedule
- Supplier Interaction

4.1.2 Budget Conformance and Cost Control

Mesa employs a structured, data-driven approach to cost control, ensuring efficient budget management and cost-effective project execution. Mesa's proactive cost management strategies ensure that the City of Spokane receives optimal value while maintaining the highest quality, safety, and reliability standards. We use real-time cost tracking and forecasting tools, such as:

- Enterprise Management System (EMS) for real-time budget tracking and financial forecasting.
- Primavera P6 & Microsoft Project to ensure schedule adherence and resource allocation optimization.
- Value Engineering & Life Cycle Cost Analysis to identify cost-saving measures while maintaining system performance.
- Strategic Resource Management, leveraging our local Spokane, WA team to reduce travel costs and increase efficiency.

4.1.3 Schedule

Mesa is committed to effectively and efficiently completing this project to the Department's expectations. A detailed preliminary project schedule, which is based upon receipt of authorized purchase order by 01 JUL 2025 and vendor information available when requested, is provided below. After project award, Mesa will work with the Department to prepare a final, mutually acceptable project schedule.

Milestone	Date
Estimated Project Start/ PO Received	July 1, 2025
Kickoff Meeting with Stakeholders	July 8, 2025
Site Visit to Collect Data and 3D Scans	July 10, 2025
30% Design Package Deadline	July 30, 2025
30% Design Review Meeting	August 6, 2025
50% Design Package Deadline	August 27, 2025
50% Design Review Meeting	September 3, 2025

Milestone	Date
90% Design Package Deadline	September 24, 2025
90% Design Review Meeting	October 1, 2025
Final Design/IFC Package Deadline	October 15, 2025
Post-Design Services	TBD

4.2 Relevant Experience with References

Mesa is fully capable of completing the Upriver Spillway Gantry Crane engineering design project and fulfill the minimum qualifications. Following is an overview of Mesa's similar project Experience. The projects described below are from those performed within the last 3 years as requested by the RFQ. Mesa has been involved in overhead gantry crane projects inside and outside of the powerhouse on multiple sites for more than 10 years. All crane designs have a minimum service life expectancy of 30 years or more, taking into account environmental and operating conditions.

Traveling Hoist Rehabilitation | Roanoke Rapids Hydro Facility

Client: Dominion/Crowder Construction | Barry Fletcher | 864.640.3645 | Location: North Carolina

Mesa was retained by Crowder Industrial Construction to provide engineering and design services for the Traveling Hoist Rehabilitation project at Dominion Energy’s Roanoke Rapids (RR) Hydro Power Plant. The 100-megawatt hydroelectric facility is located in Roanoke Rapids, North Carolina.

RR is equipped with two traveling hoist cars to raise and lower the spillway tainter gates. The RR hoist, rated for a maximum load of 30 tons, has been in use since the plant began operating in 1955. The traveling hoist cars required rehabilitation in order to restore the equipment to optimal operating condition. This project was for the first car rehabilitation. The second car rehabilitation is planned for the future.

The multidiscipline team from Mesa performed engineering and design for a complete mechanical package to replace the existing mechanical components within the traveling hoist car. Additionally, Mesa specified new mechanical equipment, reviewed vendor-submitted documentation, and performed limited quality assurance oversight during fabrication (shop acceptance witness testing). The design concept evaluated the existing hoist car gate lifting system and components to determine which components had become obsolete. Mesa designed a lifting system that retained as much of the original configuration as possible while satisfying current COE and CMAA design requirements. The new equipment was mounted on the structural steel frame of the existing hoist car.

Key Services:

- Calculations for mechanical equipment: gearboxes, shafts, reducers, couplers, gears, bearings, steel access hatches, and hoist chain helper winch.

- Demolition drawings to remove existing mechanical equipment.
- Design Drawings.
- Evaluation of the existing rail car support frame.
- Develop Shop Acceptance Testing Plan and Witness Factory Acceptance Testing.
- Replacement and relocation of the existing 2000V supply cable reel.
- Specify welding processes/inspections for traveling hoist car repairs.

Floodgate Hoist System | Wylie Hydro Station

Client: Duke Energy | Jim Malton | 843.367.7332 | Location: South Carolina

Mesa Associates, Inc., was contracted by Duke Energy to provide support for a Floodgate Hoist System project at Wylie Hydro Station (WYL). Located on the Catawba River in Fort Mill, South Carolina, WYL has four generating units with a capacity of 60 megawatts.

WYL was equipped with eleven floodgates and two movable floodgate hoists that had reached the end of their usable life. The two mobile hoists were replaced with eleven new Reel COH fixed hoist units with external remote controls capabilities. Mesa installed a GE RX3i based PLC system to connect the individual hoists. The PLC system allows all the hoists to be controlled remotely to open or close the flood gates from a location in downtown Charlotte, North Carolina. The existing hoist system has two 480VAC 3-phase 4-wire power feeds. The feed for each of the two power feeds was cross-tied via the Flood Gate Hoist Double Throw Switch 1A and 1 B. Each of the two sides has a 480VAC trolley bus feeding its respective movable hoist. The new system taps the trolley bus feeders and provides a 480VAC daisy chain power connection to the new hoists. Power from the tap was “daisy-chained” between the five new fixed-hoist control panels on the powerhouse side of the dam and the six new fixed-hoists.

Key Services:

- Electrical/I&C Engineering
  - I/O list
  - Revised 480VAC single line diagram
  - New PLC cabinet arrangement and BOM
  - New PLC internal/external connection diagrams and drawings
  - New PLC I/O card schematics
  - New PLC internal wiring schematics
  - New lighting plan, details, and calculations
  - Revised grounding plan
  - New cable sheets

- Revised panel schedules

- Structural Engineering
  - Load evaluation for existing walkway
  - PLC enclosure mounting details

Spillway Gate Hoist Replacement | Bath County Pumped Storage Station

Client: Dominion Energy | David Sweeney | 504.279.3412 | Location: Virginia

Mesa Associates, Inc. was contracted by Dominion Energy to provide support for a Spillway Gate Hoist Replacement project at the Bath County Pumped Storage Station. The upper and lower reservoirs cover 820 surface acres in Virginia's Allegheny Mountains. Completed in 1985, the pumped storage station has a generation capacity of 3,003 MW.

The hoisting mechanisms and heated seal systems for the lower spillway radial gates had reached the end of their serviceable life. Poor equipment condition and inability to locate parts made it necessary to update the obsolete machinery. Mesa provided the engineering and design to replace the hoisting mechanism and the heated seal system process skid with new, modernized equipment. A new redundant Emerson Ovation system was added to the two gates to enhance efficiency and maintenance capabilities.

Key Services:

- Electrical Engineering
  - Conduit plans and details
  - DCS cabinet arrangements, I/O list, schematics, and connection diagrams
  - Demolition and revised electrical plans and single line diagrams
  - Demolition motor schematics and connection diagrams
  - Grounding plan
  - Logic diagram
  - New motor schematics and connection diagrams
  - Procurement specifications
  - Physical installation details
- Mechanical Engineering
  - Demolition drawings for seals heating equipment skid and hoist
  - General arrangement drawings
  - Instrumentation list and specifications
  - Physical installation details

- ❒ Procurement specifications for heating equipment skid, and hoist
- ❒ Piping and Instrumentation Diagrams and Process Flow Diagrams
- ❒ Valve list and specifications

Spillway Gate Hoist PLC | Walters Hydro Station

Client: TVA | Gary Melton | gmelton@tva.gov | Location: Tennessee

Mesa Associates, Inc. was retained by the Tennessee Valley Authority (TVA) to support an Intake Gantry Crane project at Nickajack Hydro Plant (NJH). Nickajack Dam is located on the Tennessee River in New Hope, Tennessee, and has four generating units with a summer net dependable capacity of 107 megawatts.

Over the past 25 years, the NJH 30-ton intake gantry crane has been modified twice and had the gantry drive rebuilt multiple times. Reliable crane operation is crucial for installing intake gates during emergencies as well as during routine outages. Mesa was commissioned to conduct an engineering assessment and create a Project Planning Document outlining solutions, deliverables, and estimated costs. The assessment determined that upgrading the existing crane to a 50-ton capacity was necessary but unfeasible due to its age and condition.

To improve safety and reliability, the existing 70-year-old crane was replaced with a new 50-ton crane designed to accommodate the predicted 100,000-pound loads present during an intake gate emergency. The new crane meets CMAA Class 'C' criteria, and the lifting beam complies with ASME BTH-1. The hoist, trolley, and gantry drive are rated for Variable Frequency Drive (VFD) service. The crane can be controlled from the cab chair using infinitely variable hand switches or a handheld remote-control box.

The crane was fully assembled and tested at the vendor's facility. Once it had passed all testing, it was partially disassembled, transported by barge and tractor-trailer to the site, reassembled, installed, and field tested.

Mesa served as the project's Responsible Engineer, overseeing work activities, weekly meetings,

on-site support, addressing RFIs, conducting the site acceptance testing, and providing the final drawing update. Mesa also assisted the crane installer with deck and wall load analysis for the use of selected mobile equipment.

The crane was designed with the required capacity, lift, and speed, and fabricated in the same shape and style as the previous crane, maintaining the Nickajack Powerhouse's character and satisfying the historical preservation requirements.

Key Services:

- ◆ Civil, mechanical, and electrical design engineering
- ◆ Site walkdown
- ◆ Design and As-built drawing creation
- ◆ Specifications of equipment

- Rigging & Lifting Plan creation
- Crane Assembly Support and Assessment
- Field Support, Site Acceptance Testing, Startup & Loading Testing

Powerhouse Cranes Uprate to 500T Combined Capacity | Raccoon Mountain Pumped Storage

Client: TVA | Sandy Eslinger | 423.751.6985 | Location: Tennessee

The multidisciplined team from Mesa Associates, Inc. was retained by the Tennessee Valley Authority (TVA) to perform engineering services for a Powerhouse Crane Uprate project at Raccoon Mountain Pump Storage Plant (RPS). RPS is a pumped-storage hydroelectric underground power station just west of Chattanooga, Tennessee. The facility has a maximum power output of 1,652 megawatts with the ability to generate power for up to 22 hours.

Mesa developed the scope of work, specification, crane evaluation criteria, performed an assessment of the crane runway structure, and led the technical team to uprate the capacity of the powerhouse cranes from 440 to 500 tons, total capacity. The evaluation performed by Mesa was utilized to identify modifications required for the uprate from 440 to 500 tons combined capacity (two cranes). Mesa executed this fast-track project in support of the main rotor replacements at the facility.

Key Services:

Modification of Superstructures

- Worked together with utility personnel and the crane consultant to implement required crane modifications, which consisted of:
  - Structural modification of the crane superstructure
  - Design and fabrication of new lifting devices, including around-the-clock oversight during fabrication of the new lifting bell
- Onsite field oversight and support:
  - Crane and lifting device evaluation, inspection, and load tests at the pumped storage facility
  - Fabrication oversight and test data evaluation at the lifting bell fabricator facility
  - Test data evaluation at the load test facility

Modification of Crane Runway

- Performed a structural evaluation of the crane runway, resulting in identification of existing structural deficiencies and modifications required to support the new crane capacity
- Developed repair plan and the design modifications required for the capacity uprate
- Developed operating limits in support of the crane runway modifications

Gantry Crane Upgrade | Jocassee Hydroelectric Station

Client: Regional Utility Services | Ray Hamby | 864.327.1993 | Location: South Carolina

Mesa Associates, Inc. was retained by Regional Utility Services (RUS) to provide support for a Gantry Crane Upgrade project at Duke Energy's Jocassee Hydroelectric Station. The Jocassee Dam supports a hydroelectric power station comprised of four turbines with a generating capacity of 710 megawatts. The station is located in South Carolina and functions as a pumped-storage facility designed to provide peaking power of 811 million kilowatt-hours per year.

Mesa provided consulting input to RUS to solve crane load cell calibration issues at the Jocassee Hydroelectric Station, a four-unit a 710-megawatt pumped-storage generating facility located in Pickens County, SC. As well as resolving the load cell design issues, Mesa provided as-built drawing revisions for the 420 (210/30/210/30) ton, 10 motor, cab operated electric overhead traveling double trolley gantry crane. The scope of work included preparation of a performance-based purchase specification for the crane load pins. Mesa provided technical support through startup.

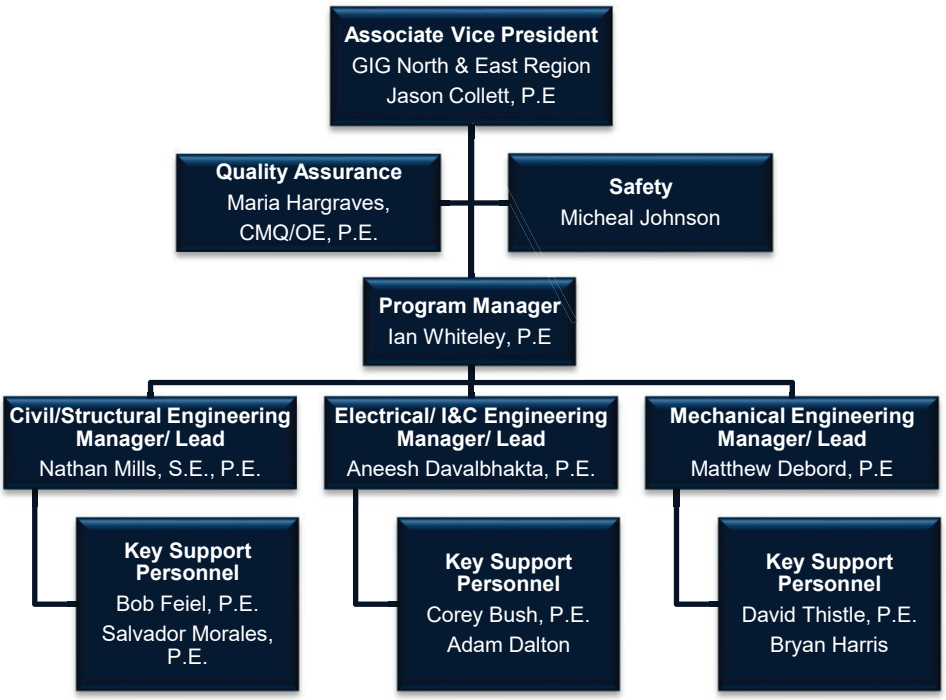
Key Services:

- New crane power distribution drawing
- Load cell wiring block diagram and connection drawings
- New 120VAC panel schedule
- Hoisting arrangements
- Cable festoon system drawing
- Handrail arrangement/detail drawing
- Auxiliary hoist brake mounting modification detail
- Trolley arrangement drawing
- New load pin specification and installation detail
- Startup support

4.3 Project Organization/Key Personnel

Mesa has assembled a highly skilled and diverse engineering team with extensive experience in electrical, structural, and mechanical engineering suited for this project. Our key personnel bring decades of expertise in design, analysis, project management, and regulatory compliance, ensuring seamless execution of capital and O&M. Resumes for key personnel who will be working on the project are provided in Appendix A. The percentage of utilization for each key personnel will depend on the schedule requirements of the project's deadline. However, the team will be fully dedicated to each phase as needed to prioritize a high-quality and on-time design package submittal to the Department.

Figure 1: Lines of Authority Organizational Chart



Jason Collett, P.E., Associate Vice President, North & East Regions, Power Generation: Mr. Jason Collett, P.E., serves as the Associate Vice President for the North & East Regions, Power Generation. With 20 years of experience supporting nuclear, fossil, and hydropower facilities, he specializes in managing multidiscipline teams, overseeing complex plant processes, and implementing system improvements. His leadership ensures that projects are executed efficiently, within budget, and compliant with all regulatory and operational requirements. His strategic business acumen and technical expertise make him a key resource in Mesa's ability to support the Department's engineering needs.

Ian Whiteley, P.E., Program Manager of Pacific Northwest: Mr. Ian Whiteley, P.E., is the Program Manager for the Pacific Northwest and brings over a decade of experience in hydropower, fossil, and nuclear energy facilities, as well as forensic engineering investigations. His background in civil/structural design, project management, power plant outage support, and restoration engineering

enable him to lead complex projects from concept to completion. His expertise also includes adherence to regulatory codes, safety programs, and quality assurance/quality control (QA/QC) compliance. Ian has successfully collaborated with engineers, contractors, and regulatory agencies, ensuring that project objectives align with industry best practices. He is conveniently located approximately 15 minutes from the project site location and would be the Project Manager for this project and the local point of contact for the Department.

Matthew Debord, P.E., Mechanical Department Manager: Mr. Harris is the Mechanical Department Manager for multidiscipline design projects in Mesa's Power Generation Business Unit. He has extensive industry experience which includes, mechanical engineering and design, machine-build mechanical design, and document control. Mr. DeBord has successfully led projects that include, but not limited to, major and minor piping design and modifications, pump station installations, high energy piping upgrades/modifications, valve replacements, pipe stress analysis, hydraulic analysis, and finite element analysis. As the Department Manager, he would mitigate workflow on this project with Bryan Harris and his staff of designers.

Bryan Harris, Subject Matter Expert Mechanical Engineering: Mr. Harris is a mechanical engineer, dam safety inspector, and material handling equipment specialist including extensive experience with cranes/material handling and gate hoist systems for dam safety and generation purposes. While at TVA, he was the River Operations Central Crane and Rigging Coordinator for cranes, lifting, rigging, and material handling. His responsibilities included multi-use spillway and powerhouse cranes. Mr. Harris was accountable for ensuring adherence to all ASME codes, OSHA regulations, standards, and corporate policies and procedures. For those cranes utilized to operate flood control gates, potential flood damage and public safety due to inoperability were part of this responsibility. While at Mesa Associates, Mr. Harris is functioning as a Consulting Crane SME assisting Utilities to determine the condition of the turbine room cranes so they can perform their original role of servicing and overhauling an aging hydro fleet. Capacity up-rates and equipment upgrades are the most common problems to be addressed on these 100+ year old cranes. Mr. Harris has been performing these pre-outage crane rehabilitation evaluations while functioning as the Owner's Engineer to follow through the process to oversee the final scoping, design, and upgrade process to eliminate outage downtime and costly emergency repairs that will normally halt the outage progress.

Aneesh Davalbhakta, P.E., Electrical Department Manager/ Engineering Lead: Mr. Aneesh Davalbhakta, P.E., serves as Electrical Department Manager and Engineering Lead with 15 years of experience in electrical engineering, arc flash hazard mitigation, relay programming, and power system design. His expertise in load flow studies, short circuit analysis, and power distribution design allows him to provide client-focused and maintenance-friendly engineering solutions. He has successfully led multidiscipline engineering teams while coordinating with equipment manufacturers, contractors, and plant operators to ensure seamless project execution and adherence to safety protocols.

Corey Bush, P.E., Electrical Engineer: Mr. Corey Bush, P.E., is a Lead Electrical Engineer with experience managing electrical and multidiscipline design projects for clients such as Duke Energy, Tennessee Valley Authority, and various fossil, gas, and hydroelectric plants. Corey has successfully

led projects ranging from $10,000 to $500,000, including relay replacements, pump station designs, and motor control center upgrades. His expertise in ETAP and SKM modeling for load flow, arc flash, short circuit, and protective device coordination ensures that electrical systems operate safely and efficiently.

Adam Dalton, P.E., Electrical Engineer: Mr. Adam Dalton, P.E., is an Electrical Engineer with experience in thermal and performance testing at power generation facilities and power systems. His experience in performance testing afforded him the opportunity to visit multiple types of power generation sites across the United States. As a result of his testing background, he has a strong understanding of instrumentation, calibration, and metrology. Having recently worked on a traveling hoist rehabilitation project at Roanoke Rapids for Dominion Energy to redesign the spillway gate hoist with a variable frequency drive, Mr. Dalton will be an asset to the electrical design effort on this project.

Nathan Mills, P.E., S.E., Civil/Structural Department Manager/ Engineering Lead: Mr. Mills has combined experience in civil and structural engineering in the power generation, power delivery substation, commercial, industrial, and government industries. His experience includes analysis, design, and project management. His typical project responsibilities include leading teams that provide detailed design packages for substations of varying voltages. Design packages include foundation and steel design calculations, finite element analysis, detailed construction drawings, and construction field support.

Bob Feiel, P.E., Project Engineer: Mr. Feiel is proficient in structural design and project management. He has experience with technical oversight of multidiscipline projects and the structural design and construction administration of buildings and components utilizing reinforced concrete, structural steel, metal stud framing, and light timber framing. Mr. Feiel is also knowledgeable in structural assessment and repair recommendations for damaged/corroded structural framing.

Salvador Morales, P.E., Civil/Structural Engineer: Licensed Civil/Structural Engineer with experience in the design and analysis of (steel, concrete, masonry, and wood) structures. Main responsibilities include, but are not limited to, assisting the Senior Structural Engineers in the development of key deliverables such as load developments, calculation packages for concrete design, steel design, anchorage design, and 3D FEA models. Further responsibilities also include the development of building specifications, shop drawing review, and design reviewer for calculations and drawings. Mr. Morales' main projects include experience in industrial facilities, commercial buildings, and repairs in power generation stations. His overall experience includes work in Commercial projects collaborating with Architects for all four types of construction of low-rise buildings and single-family dwellings. Also experienced in Government projects for the Department of Energy (DOE) which included support for the design and analysis of concrete and steel buildings conforming to DOE standards for a nuclear facility in the southwest region of the U.S. Mr. Morales has experience in hoist design and structural analysis that will be well suited for this project.

Maria Hargraves, CMQ/OE, P.E., Director of Quality, Professional/Consulting Engineer: Ms. Maria Hargraves, CMQ/OE, P.E., serves as Director of Quality and has extensive experience in quality management, process improvement, and regulatory compliance. Her expertise in design review,

quality control, and root cause analysis ensures that all engineering deliverables meet the highest industry standards.

Michael Johnson, Corporate Safety Manager: Mr. Michael Johnson, the Corporate Safety Manager, brings extensive experience in occupational safety and regulatory compliance, having worked for Tennessee OSHA as both a compliance officer and a safety supervisor. He specializes in hazard identification, workplace safety programs, and incident prevention strategies. His knowledge of OSHA regulations, safety audits, and training programs ensures that Mesa's projects adhere to the highest safety standards.

4.4 Subcontracting

Mesa does not anticipate the use of outside contractors for the design of this gantry crane project.

4.5 Disqualification

Mesa has never been disqualified from professional services on any state or federal contract, nor have had a contract terminated for default in the last five years.

5 PROPOSAL AUTHORIZATION

This proposal is duly authorized by the identified company representative to bind Mesa Associates, Inc. for 60 days from June 6, 2025.

Respectfully Submitted,

Timothy B. Ramsey, P.E.
Sr. Vice President

(865) 621-5402
tramsey@mesainc.com

APPENDIX A: Key Personnel Resumes

A Bush_Corey.pdf

A Collett_Jason.pdf

A Dalton_Adam.pdf

A Davalbhakta_Aneesł

A DeBord_Matt.pdf

A Feiel_Bob.pdf

A Hargraves_Maria.pd

A Harris_Bryan.pdf

A Johnson_Micheal.pc

A Mills_Nathan.pdf

A Morales_Salvador.pc

A Whiteley_Ian.pdf

ATTACHMENT 1

REQUEST FOR QUALIFICATIONS - 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 RFP

In the event it becomes necessary to revise any part of this RFP 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 RFP 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 RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

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, INELEGIBILITY 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

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

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

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

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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. With the exception of Professional Liability insurance, the ~~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.

Mesa Associates, Inc.
Engineers and Consultants

June 16, 2025

Tanya Lester
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

City of Spokane – Upriver Spillway Gantry Crane Design
Mesa Proposal No. 25PGNO109--Addendum

Dear Ms. Lester:

Per the request of the City of Spokane, the following updated information for an expedited schedule and cost estimate for the effort is being presented for review and consideration.

SCOPE CLARIFICATIONS:

Structural

The structural scope includes design of a new gantry crane frame to support the new crane equipment. In accordance with the RFQ document, Mesa will design the new gantry crane frame to match the geometry of the existing frame, with the following modifications/clarifications:

- Hook height will be 2ft higher than existing
- Maximum east travel (upstream) will be 2ft further than existing.
- Only four (4) wheels will be used for north/south travel
- The gantry crane frame will be designed without vertical bracing in the long direction (Side Elevation) so that stop logs do not interfere with the bracing. Moment frame connections will be utilized in lieu of bracing. In the short direction (End Elevation), vertical knee bracing will be used to resist lateral forces to match existing conditions. Horizontal angle bracing will be used at the top of the gantry crane frame to serve as a diaphragm, to match existing conditions.
- Based on the above, Mesa will develop a set of Issued For Construction (IFC) design drawings for the new gantry crane frame.

Electrical

Electrical characteristics will be written to include the motor, disconnecting means, and local starting capabilities in the specification for the new gantry crane. The existing power feed will be reused unless considered inadequate due to the sizing or age of the cable. The crane will be controlled locally. The new gantry crane system will not require any remote controls, indications, or alarms in the control room.

The plant electrical model using software such as ETAP will be updated to show the loads added to this project. Arc Flash, Short Circuit, and Protection & Coordination Analysis will

be provided in a new calculation, and Arc Flash Labels will be provided under this scope of work.

Mechanical

In support of selecting the new crane equipment, the mechanical scope of work will be to develop a detailed performance specification for the new equipment. The specification will base on the performance characteristics of the existing gantry crane system.

DELIVERABLE CLARIFICATIONS:

Gantry Crane Specification including multi-discipline inputs: Electrical, Mechanical, and Structural

Electrical - 90% Drawing Set

- Single Line Diagram
- Wiring Diagram
- Conduit Plan
- Grounding Plan
- Demolition Drawings
- Cable Schedule
- Conduit Schedule
- Updated ETAP Model
- Arc Flash, Short Circuit, and Protection & Coordination analysis report
- Arc Flash Labels

Structural - 90% Drawing Set:

- Structural Analysis & Design Calculation for New Gantry Crane Framing (Qty. 1)
- Structural General Notes and Specifications (Qty. 1)
- Gantry Crane Base Framing Plan & Top Framing Plan (Qty. 1)
- Gantry Crane Elevations (Qty. 1)
- Gantry Crane Sections/Details (Qty. 1)

ASSUMPTIONS FOR THE EXPEDITED SCHEDULE:

This proposal is based on the following assumptions:

General

- Mesa Standards will be used to prepare all drawings.
- Existing drawings accurately reflect the current plant configuration and will be used as a project design input.
- All existing drawings will be provided in CAD format. CAD conversion or checking of converted drawings is not required, and all existing equipment is accurately detailed on existing plant drawings.
- Redrawing existing plant drawings is not part of this project.
- The kick-off meeting will be held via videoconference.

- The 90% Design Review Meetings (DRM) will be held via videoconference.
- City of Spokane will purchase any new equipment for this project.
- Others will provide test and checkout procedures.
- Others will provide testing and commissioning.
- This proposal includes one (1) site visit to Upriver Spillway after the project kick-off meeting.
- A manufacturer site visit is not required for fabrication support. Coordination with the manufacturer can be performed remotely via email and teleconference. If site visits to the manufacturer's fabrication shop are required, these costs can be added at a T&M rate once the crane vendor contract has been rewarded and their fabrication location has been established.
- Construction support is not included. The RFP is for design services only and therefore the assumption that Mesa would be needed for construction support has been corrected to exclude this post-design service. If Mesa is needed for construction support, a Change Order or amendment to the contract for the additional cost associated with the post-design service can be negotiated at that time.
- The scope is limited to items discussed in this proposal & addendum.

Electrical

- City of Spokane will assign any equipment, cable, and conduit identifiers required for this project.
- DCS or PLC wiring is not required.
- Control room controls, indications, or alarms can be added for an additional fee.
- Sufficient lighting is available in the area. Lighting details are not included in this proposal but can be provided if requested by City of Spokane for an additional fee.
- ETAP version 22 will be used.
- Arc flash labels will be installed by others.

Mechanical

- The new gantry crane performance will be based on the existing crane's performance characteristics.
- Detailed calculations to develop crane capacity requirements for the installation of the stop logs or other crane uses is not required. Existing crane capacity is assumed to be adequate for the service.
- All operational requirements for the crane will be provided by the owner at project kickoff. This includes but is not limited to final crane capacity, hook configuration, travel speed, cable length, hoist speed, etc.

Structural

- Gantry crane capacities/loads used in design of the framing will be as specified in Attachment 3 of the RFQ Documents.
- Analysis/repairs for the existing work bridge, if required, are by others. Mesa drawings will specify the total self-weight of the new gantry crane and maximum wheel reaction.
- Structural design drawings will detail out all steel connections, geometry, and member sizes. However, shop drawings will not be created (i.e. single part drawings).

UPDATED SCHEDULE

Milestone	Date
Estimated Project Start/ PO Received	June 24, 2025
Kickoff Meeting with Stakeholders	June 26, 2025
Site Visit to Collect Data and 3D Scans	July 1, 2025
90% Design Package Deadline	August 14, 2025
90% Design Review Meeting	August 18, 2025
Final Design/IFC Package Deadline	August 22, 2025

PRICE:

The time & material price to perform the scope of work as detailed in this proposal is based on an estimated 745 man-hours. The price is:

$122,560.00

Mesa invoices on a monthly basis. All invoices are NET30. The price and schedule provided in this proposal is applicable for 60 days from June 16, 2025.

I appreciate the opportunity to submit this proposal. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Ian Whiteley, PE
Program Manager
(509) 290-9902
iwhiteley@mesainc.com
ICW/cmh

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Dec 06, 2024

Profit Corporation

Unified Business ID #: 602965320
Business ID #: 001
Location: 0001
Expires: Nov 30, 2025

MESA ASSOCIATES, INC.
STE 512
502 W RIVERSIDE AVE
SPOKANE WA 99201-5118

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602965320 001 0001

MESA ASSOCIATES, INC.
STE 512
502 W RIVERSIDE AVE
SPOKANE WA 99201-5118

FOLD HERE

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

FOLD HERE

Expires: Nov 30, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2025

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

IMPORTANT: If the certi®cate 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 certi®cate does not confer rights to the certi®cate holder in lieu of such endorsement(s).

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Katie Haskett (205) 529-9471
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: khaskett@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Commercial Casualty Company	40282
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mesa Associates, Inc., Mesa Associates, LLC, Mesa Technical Services, LLC, Mesa Robotics, Inc., Mesa Properties Alabama, L.L.C.
480 Production Avenue
Madison, AL 35758

COVERAGES **CERTIFICATE NUMBER:** DYP5T6VL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [X] applies per location GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			P-630-7R410574-TIL-24	12/31/2024	12/31/2025	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							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** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810-7R570895-24-43-G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-7R885912-24-43	12/31/2024	12/31/2025	EACH OCCURRENCE	$	11,000,000
							AGGREGATE	$	11,000,000
							Products/Compl Ops Agg	$	11,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS@LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8J498255 This policy is for AL,AZ,CA,CO,CT,DE,FL,GA,IA, ID,IL,IN,KS,KY,LA,MA,MD,MI,MO,MS ,MT,NC,NH,NJ,NY,OK,OR,PA,SC,TN ,TX,VA,WI,WV operations only.	12/31/2024	12/31/2025	X PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
								$ $ $ $ $	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers and employees are Additional Insured with respect to General Liability, Automobile Liability and Umbrella/Excess Liability policies as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Spokane
915 N. Nelson St.
Spokane, WA 99202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Policy Number:

Date Entered: 03/07/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2025

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

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

PRODUCER	CONTACT NAME: RISKPRO Insurance Agency, LLC
RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	PHONE (A/C, No, Ext): ( ) - FAX (A/C, No): ( ) - E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley America Insurance Co., Inc.	16510
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Mesa Associates, Inc.
PO Box 196
Madison, AL 35758

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea 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 (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Coverage			C103E6241601	12/31/2024	12/31/2025	each claim:	$5,000,000
							aggregate:	$5,000,000

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

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

City of Spokane
915 N. Nelson St.
Spokane, WA 99202
tlester@spokanecity.org

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/21/2025

Date Rec'd	6/18/2025
Clerk's File #	ORD C36725
Cross Ref #	OPR 2025-0500
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	MAREN X6737
Contact E-Mail	MMURPHY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0650 - SBO – COMMERCE GRANT CLIMATE PLANNING PHASE 2

Agenda Wording

The Commerce grant aligns with the State biennium for 2025-2027, beginning July 1. The application for funding was not available until Q2 2025. The request is needed to accept the grant funds to establish a budget to continue working on climate planning.

Summary (Background)

Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a biennial budget for the City of Spokane", and amending it to accept the Commerce Climate Planning Phase 2 Grant, and declaring an emergency.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 280,000
Current Year Cost	$ 280,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Revenue	$ 280,000	# 1360-94175-99999-33442-20269
Expense	$ 280,000	# 1360-94175-58700-54201-20269
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

This is the second and last funding for climate planning.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	MANAGEMENT &	STRATTON, JESSICA
Division Director	GARDNER, SPENCER	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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sgardner@spokanecity.org	smacdonald@spokanecity.org
eking@spokanecity.org	mmurphy@spokanecity.org

ORDINANCE NO C36725

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT THE COMMERCE CLIMATE PLANNING PHASE 2 GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $280,000.
A) Of the increased revenue, $280,000 is provided solely for grant funding awarded by the Department of Commerce for the Planning department.

2) Increase appropriation by $280,000.
A) Of the increased appropriation, $280,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the award and acceptance of the Dept. of Commerce’s climate planning phase two grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/21/2025

Date Rec'd	6/26/2025
Clerk's File #	ORD C36728
Cross Ref #	OPR 2025-0506
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH 509-625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0560-SBO FOR THERAPEUTIC COURTS AOC AWARD

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the therapeutic court programs. The AOC cost categories available are for: salary and benefits, staff equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however applications and budgets are required annually. The funding cannot supplant existing funds.

Summary (Background)

The attached SBO is to increase revenue by $430,330 to fund therapeutic court programs. The increased appropriation of $430,330 to fund the below city cost categories as follows: -Base wage and benefits in the amount of $319,121. -Equipment in the amount of $2,790. -Travel in the amount of $38,000 -Professional services in the amount of $70,419.

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 430,330
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

No match is required. Follows state fiscal year.

Amount		Budget Account
Revenue	$ 430,330	# 1360-9XXXX-12510-33412
Expense	$ 319,121	# 1360-9XXXX-12510-51001
Expense	$ 2,790	# 1360-9XXXX-12510-53502
Expense	$ 38,000	# 1360-9XXXX-12510-54404
Expense	$ 70,419	# 1360-9XXXX-12510-54101
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

The funding from the Administrative Office of the Courts is an annual award to fund programs July 1st through the following June 30th.

Expense Occurrence	Recurring

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

No match required.

Approvals		Additional Approvals	
Dept Head	DELANEY, HOWARD	MANAGEMENT &	STRATTON, JESSICA
Division Director	LOGAN, MARY	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sthompson@spokanecity.org
hdelaney@spokanecity.org	aharte@spokanecity.org
ddaniels@spokanecity.org	

ORDINANCE NO C36728

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT THE ADMINISTRATIVE OFFICE OF THE COURTS THERAPEUTIC COURT GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $430,330.
A) Of the increased revenue, $430,330 is provided by the Administrative Office of the Courts for the therapeutic courts in the Municipal Court department.

2) Increase appropriation by $430,330.
A) Of the increased appropriation, $319,121 is provided solely for base wages and benefits.
B) Of the increased appropriation, $2,790 is provided solely for minor equipment.
C) Of the increased appropriation, $38,000 is provided solely for operational travel.
D) Of the increased appropriation, $70,419 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Administrative Office of the Courts therapeutic court grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 06/23/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/18/2025
		Clerk's File #	RES 2025-0052
		Cross Ref #	
Council Meeting Date: 07/21/2025		**Project #**	
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)	BWILKERSON MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION SETTING BUDGET PRIORITIES		

Agenda Wording

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

Summary (Background)

SMC 07.14.030.E provides that the City Council is to adopt a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July. Since the resolution is technically overdue, it is necessary to place this item on the Finance and Administration committee agenda for June 23 and slate it for council action on July 14. As drafted, the resolution sets forth council priorities in the following areas: 1. Reserve Funds: A detailed projection of reserve fund balances for fiscal years 2025 and 2026, along with a clear strategy and timeline for achieving full statutory funding of all City reserve accounts; and 2. Labor Agreements: A description of budget allocations and identified funding sources related to anticipated or potential cost changes stemming from labor agreements executed during the 2025-2026 biennium; and 3. SERS VRIP: A defined funding plan for the Spokane Employees' Retirement System (SERS) actuarial valuation of costs related to the 2024 Voluntary Retirement Incentive Program (VRIP); and 4. Public Safety Capital and Animal Control: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment, as well as an explanation of the new service delivery model for animal control, with associated budget implications; and 5. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and 6. City Facilities and Real Property: A plan for budgeting facility needs at levels sufficient to support long-term investment in City-owned real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and 7. Workforce Planning: Provide detailed projected changes to the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, outsource, or eliminate specific functional areas

where necessary and appropriate. The resolution also further commits the council to adopting a balanced, realistic mid-biennial budget for year 2026 no later than December 8, 2025.

What impacts would the proposal have on historically excluded communities?

Not analyzed.

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 analyzed.

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

Not analyzed.

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 resolution is required under SMC 07.14.030 as part of the City's biennial budgeting process and is consistent with the council's obligations for mid-biennial budget review and modification under RCW 35.34.130.

Council Subcommittee Review

Not applicable.

Fiscal Impact

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

No

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-0052

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor's Administration; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget, covering the years 2025 – 2026; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

> Concurrent to the joint budget deliberations, the City Council …shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;].

and

WHEREAS, the City's General Fund is projected to experience lower-than-expected revenues in 2025 and only modest revenue growth in 2026, and such projected revenue trends will strain the City's ability to maintain existing service levels without significant adjustments to expenditures, revenue policy, or both;

WHEREAS, the City of Spokane's expenditures—particularly within the General Fund— are projected to outpace revenues, resulting in persistent, fiscally unsustainable structural deficits; and

WHEREAS, consistent with Section 07.14.030.E, and mindful of the budget and revenue realities identified above, the City Council wishes to fulfill its obligation under SMC 07.14.030.E by adopting the following resolution;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests the priorities set forth below guide the development and adoption of Year 2026 budget:

1. Reserve Funds: A detailed projection of reserve fund balances for fiscal years 2025 and 2026, along with a clear strategy and timeline for achieving full statutory funding of all City reserve accounts; and
2. Labor Agreements: A description of budget allocations and identified funding sources related to anticipated or potential cost changes stemming from labor agreements executed during the 2025–2026 biennium; and
3. SERS VRIP: A defined funding plan for the Spokane Employees' Retirement System (SERS) actuarial valuation of costs related to the 2024 Voluntary Retirement Incentive Program (VRIP); and
4. Public Safety Capital and Animal Control: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment, as well as an explanation of the new service delivery model for animal control, with associated budget implications; and
5. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and
6. City Facilities and Real Property: A plan for budgeting facility needs at levels sufficient to support long-term investment in City-owned real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and
7. Workforce Planning: Provide detailed projected changes to the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, outsource, or eliminate specific functional areas where necessary and appropriate;

BE IT ALSO RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities

and commits to working with the Administration to finalize and adopt a balanced, realistic mid-biennial 2026 budget no later than December 8, 2025.

ADOPTED by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____

Assistant City Attorney

Strike the entirety of the resolution and substitute the following in its place:

RESOLUTION NO. 2025-0052

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor's Administration; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget, covering the years 2025 – 2026; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

> Concurrent to the joint budget deliberations, the City Council …shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;].

and

WHEREAS, the City's General Fund is projected to experience lower-than-expected revenues in 2025 and only modest revenue growth in 2026, and such projected revenue trends will strain the City's ability to maintain existing service levels without significant adjustments to expenditures, revenue policy, or both;

WHEREAS, the City of Spokane's expenditures—particularly within the General Fund— are projected to outpace revenues, resulting in persistent, fiscally unsustainable structural deficits; and

WHEREAS, consistent with Section 07.14.030.E, and mindful of the budget and revenue realities identified above, the City Council wishes to fulfill its obligation under SMC 07.14.030.E by adopting the following resolution;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests the priorities set forth below guide the development and adoption of Year 2026 budget:

1. Reserve Funds: Funding of reserve balances consistent with local statutory requirements, but at a minimum no less than 10% of general fund revenues, and if below statutory requirements, an explanation of the strategy and timeline for achieving full statutory funding of all City reserve accounts; and
2. Labor Agreements: Full funding of anticipated 2025 and 2026 personnel costs arising from existing and anticipated collective bargaining agreements ; and
3. SERS VRIP: Fund a five-year reimbursement plan for the Spokane Employees' Retirement System (SERS); and
4. Public Safety Capital: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment; and
5. Animal Control: Budget for an animal control agreement at no less than the current funding level; and
6. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and
7. City Facilities and Real Property: A funding plan that reflects budgeting facility needs at levels sufficient to support long-term investment in all City-owned or occupied real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and
8. Workforce Planning: Funding that reflects no net increase in the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize,

consolidate, contract, or eliminate specific functional areas where necessary and appropriate;

9. Language Access: Propose appropriations for the required implementation of SMC 18.11.050, focusing on initial projections of funds needed to identify vital documents during fiscal year 2026 and to assume full implementation of language access requirements no later than January 1, 2027; and
10. Arts: Continued support of arts through outside contracting with funding maintained at statutory levels;

BE IT ALSO RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities and commits to working with the Administration to finalize and adopt a balanced, realistic mid-biennial 2026 budget no later than December 8, 2025.

ADOPTED by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____

Assistant City Attorney

PURPOSE OF AMENDMENT: General revisions to set forth funding priorities rather than reporting requests, and adding (1) specific request for 5-year repayment of SERS, (2) minimum funding for animal control, (3) addition of language recognizing the need to budget for language access implementation, and (4) addition of language to maintain support of arts through outside contracting.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/10/2025

Committee Agenda type: Discussion

Council Meeting Date: 04/14/2025

Date Rec'd	2/5/2025		
Clerk's File #	ORD C36643		
Cross Ref #	RES 2025-0014		
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE LNAVARRETE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – RIGHT-OF-WAY VACATION ORDINANCE (GRACE AVE)		

Agenda Wording

Vacation of Grace Ave west of Northwest Blvd.

Summary (Background)

Adjacent property owners have applied to vacate the Grace Ave RW in order to accommodate a 24-unit housing complex. City staff has collected comments from franchised private utility companies and City departments. If City Council decides to vacate this alley, Engineering recommends that the alley be vacated subject to the conditions that are listed at the bottom of the Staff Report.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Revenue	**$** 125,328.89	**#** 4700 - 41400 - 99999 - 34583 - 99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List	
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mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: April 23, 2025

Clerk's File No.
ORD C36643

TO: Eldon Brown
Engineering Services

FROM: Terri Pfister, City Clerk

RE: Vacation of the Grace Avenue Right-of-Way west of Northwest Boulevard.

Attached is a copy of Ordinance C36643 for the vacation of:

the Grace Avenue Right-of-Way west of Northwest Boulevard.

This ordinance was read for the first time on April 14, 2025, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Lynn Pfister
City Clerk

4/23/2025
Date

Precedent conditions have been met and Ordinance C36643 is hereby returned for Final Reading.

Eldon Brown
Principal Engineer – Developer Services

Dated: 6/30/25

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36643

An ordinance vacating the Grace Avenue Right-of-Way west of Northwest Boulevard and more particularly described below,

WHEREAS, a petition for the vacation of the Grace Avenue Right-of-Way west of Northwest Boulevard and more particularly described below, has been filed with the City Clerk representing 73% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right of way described below and located in the Northwest Quarter of Section 12, Township 25 North, Range 42 East, W.M. is hereby vacated. Parcel number not assigned.

BEGINNING at a PK Nail marking the intersection of the North Hemlock Street monument line and the West Cleveland Avenue monument line; thence South 87°08'38" West 459.97 feet to a PK Nail marking the intersection of the North Nettleton Street monument line and the West Cleveland Avenue monument line; thence South 05°42'21" West 168.41 feet to a point at the intersection of the Southwesterly right of way of West Northwest Boulevard and the Westerly right of way of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence South 58°35'25" East 203.46 feet along the southwesterly right of way of West Northwest Boulevard to the **TRUE POINT OF BEGINNING** of this description; thence South 87°08'38" West 100.71 feet along the North right of way of West Grace Avenue; thence along the arc of a tangent curve to the left, with a radius of 37.50 feet, through a central angle of 90°00'00", an arc length of 58.90 feet (long chord bears South 42°08'38" West 53.03 feet); thence South 87°08'38" West 30.00 feet; thence South 02°49'52" East 10.00 feet; thence North 87°08'38" East 31.36 feet; thence along the arc of a non-tangent curve to the left, with a radius of 37.50 feet, through a central angle of 74°32'02", an arc length of 48.78 feet (long chord bears South 55°35'21" East 45.41 feet) to a point on the Southerly right of way of West Grace Avenue; thence North 87°08'38" East 210.80 feet along the Southerly right of way of West Grace Avenue to a point on the Southwesterly right of way of West Northwest Boulevard;

thence North 58°35'25" East 133.21 feet to the **TRUE POINT OF BEGINNING**, and containing 0.326 acres, more or less.

Section 2. An easement is reserved and retained over and through that portion of right-of-way described below for City of Spokane to protect an existing water main and for a future bike path connection.

BEGINNING at a PK Nail marking the intersection of the North Hemlock Street monument line and the West Cleveland Avenue monument line; thence South 87°08'38" West 459.97 feet to a PK Nail marking the intersection of the North Nettleton Street monument line and the West Cleveland Avenue monument line; thence South 05°42'21" West 168.41 feet to a point at the intersection of the Southwesterly right of way of West Northwest Boulevard and the Westerly right of way of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence South 58°35'25" East 232.80 feet along the Southwesterly right of way of West Northwest Boulevard to the **TRUE POINT OF BEGINNING** of this description; thence South 86°58'04" West 160.50 feet; thence South 43°06'26" West 2.72 feet to a point on the centerline of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence along said centerline South 02°49'52" East 18.60 feet; thence South 87°08'38" West 19.22 feet; thence South 43°06'26" West 14.39 feet; thence North 87°08'38" East 29.56 feet to a point on the centerline of vacated North Nettleton Street; thence South 02°49'52" East 13.15 feet along said centerline; thence North 43°06'26" East 19.67 feet; thence North 86°58'04" East 192.17 feet to a point on the Southwesterly right of way of West Northwest Boulevard; thence North 58°35'25" West 53.04 feet along said Southwesterly right of way to the **TRUE POINT OF BEGINNING**, and containing 0.135 acres, more or less.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Bernardo Wills

ARCHITECTURE • INTERIORS • LANDSCAPE ARCHITECTURE

July 25, 2024

Erik Johnson
City of Spokane
808 W. Spokane Falls
Spokane, WA 99201

RE: Wellness Properties Application to Vacate Grace Ave.

Erik,
Thank you for your help and guidance with the application to vacate Grace Ave. In summary of "…appropriate justification…" for the vacation, we respectfully submit the following comments and application materials:

Complete Application: Please see attached

Application Fee: To be paid online following creation of invoice.

Site Plan: Please see attached

Narrative
Wellness Properties, LLC is a subsidiary of Excelsior Wellness who's mission is to provide community health, wellness, and support services to our community's most vulnerable in need. Safe, permanent, and attainable housing is a cornerstone of health and is the mission of Wellness Properties, LLC and the purpose of this project.

Currently, the property at 2303 Northwest Blvd, (25122.2802), fronts Grace Ave and has a burned down garage and empty house on it, which was converted to an office at some point, but is in a partial state of demolition. The remaining lot, nearly ½ acre, sits vacant and is among the City's most underutilized commercially zoned land inventories. Development of the project, facilitated by the vacation of Grace Ave. ROW, will add nearly 45 mix-income housing units in response to the ever-deepening housing crisis. Without the vacation of Grace Ave., the available building area is diminished, and project density falls dramatically to about 24-units while incurring approximately the same site development and infrastructure construction costs, putting the Project's feasibility in jeopardy.

Application Question Responses
1. *Is the right-of-way no longer required for public use or access?*

Applicant Response: No. As currently configured the portion of the ROW being considered is a dead-end and only serves three parcels, all owned by the Applicant.

153 SOUTH JEFFERSON STREET
SPOKANE, WASHINGTON 99201
509 838.4511 | PHONE
509 838.4605 | FAX
WWW.BERNARDOWILLS.COM

2. *How will the use of the right-of-way change after it becomes private Property?*

   Applicant Response: The former ROW will be used for Project access from NW Blvd. in addition to parking, project site elements, in addition to portions of the building constructed over the former ROW.

3. *Will the vacation result in any parcel of land being denied sole access to a public right-of-way?*

   Applicant Response: No. Though 2321 NW Blvd has frontage along Grace Ave., the property actually addresses NW Blvd with access from two driveways - it is also owned by the Applicant. 2215 NW Blvd has minor frontage on Grace Ave. with no access. Parcel ingress and egress are gained by two driveways on NW Blvd.

4. *Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.?*

   Applicant Response: Yes. An 18-inch water main and 6-inch parallel line exist in the ROW. No plans are made to remove or relocate them. Discussions with City staff indicate that a 30-foot no-build/utility easement centered on the 18-inch line is acceptable to adequately access, service, and maintain the lines and is anticipated to be retained/conveyed to the City of Spokane as part of the ROW vacation action.

Please let me know if any additional materials or clarifications are needed.

Sincerely,

Mike Stanicar, AIA
Principal

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
2/3/2025

LOCATION: Grace Avenue west of Northwest Boulevard

PROPONENT: Excelsior Wellness

PURPOSE: To develop a 24 unit housing complex

HEARING: March 3, 2025

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista has reviewed the proposed street vacation and notes that we maintain electric service to multiple locations at the end west end of Grace Avenue, thus access to pole and services is required.

Avista requests the following language be added as a condition of approval:

1. Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services located in vacated Grace Avenue. Easement shall be recorded and referenced on final Record of Survey.

COMCAST – According to our maps we have no plant in the vacation area.

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – Inland Power has no facilities within the proposed vacation area.

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen does not have any facilities in the proposed vacate area. We can vacate.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIPELINE – Based on the location of the vacation, YPL does not have any questions as there is no impact to the Pipeline.

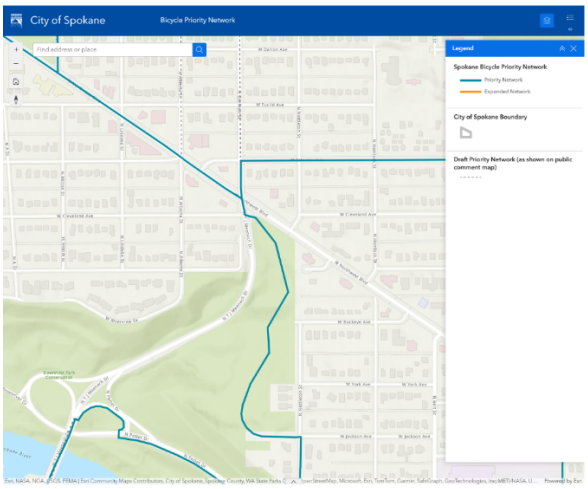
WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – I think we would want to maintain a pedestrian access easement and a right to improve pedestrian/bicycle infrastructure from the stormwater/park site (parcels 25122.1703 &25122.2701) through to NW Blvd. Our Bicycle Priority Network runs perpendicular to Grace Ave here and there's a currently a "desire line" to Grace Ave from the open space. Below are two maps – the one with the red lines showing the pedestrian desire lines/paths and the other route of our bicycle priority network.



DEVELOPER SERVICES – CURRENT PLANNING – Once Grace Ave is vacated, 25122.2802 would be landlocked, but since both that parcel and 25122.1604 are owned by Excelsior – and the vacation is initiated by them - we'd be OK with the vacation if they aggregate all the land so that it has frontage on NW Blvd.

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - No comments from Fire

INTEGRATED CAPITAL MANAGEMENT – No transportation concerns.

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT - No comments

WASTEWATER MANAGEMENT - Wastewater maintenance has no utilities/facilities within the subject Grace Ave. right of way. If the vacation is approved, it should be conditioned that the existing street access to NW Blvd be modified and on-site runoff must be maintained and properly treated on site. Also, an extension of the current Nettleton Street utility easement that exists north and south of Grace Ave. should be provided in order to maintain the ability to provide sewer service to the properties on the north side of this Grace Ave cul-de-sac, or some equal alternative provided. See the below comment regarding easement release.

Regarding the existing utility easement releases, our comments made back in May of this year remain in effect. The two properties on the south side of Grace, 2303 W. NW Blvd (25122.2802) and 2215 W. NW Blvd (25122.2801), currently have sewer service from the public sewer main in the alley to the south. The property at 2321 W. NW Blvd (25122.1604) as well as the small one adjacent on the west (25122.1702) do not currently have public sewer service, according to our records. Therefore, as we stated in May, the Nettleton easement north and south of the Grace Ave. right-of-way, which currently provides the access to a public sewer connection for these properties, should only be released if an equal alternative route is provided for sewer service.

WATER DEPARTMENT - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by the City of Spokane, shall be retained to protect existing City water facilities and a potential future bike path within the vacation ordinance.

2. An easement for Avista's facilities must be established or the existing facilities must be relocated.

3. All parcels must be aggregated to prevent any single property from being landlocked without frontage to a public right-of-way.

4. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Development Services Department and the must either be completed or bonded for.

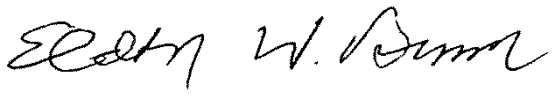
    a) This closure work must include the removal of the curb returns on the east side and full height curb and sidewalk must be placed across the entrance to the right-of-way. If access is still desired at this location, a driveway approach will need to be installed. Stormwater must be addressed and isolated from the City storm system. Any street name signs must be returned to the Street Department.
    b) The existing fire hydrant on the north side of Grace cannot be located outside of public right-of-way and must be moved to the south RW of NW BLVD unless it is privatized. Any changes will need to be approved by the Fire Dept.

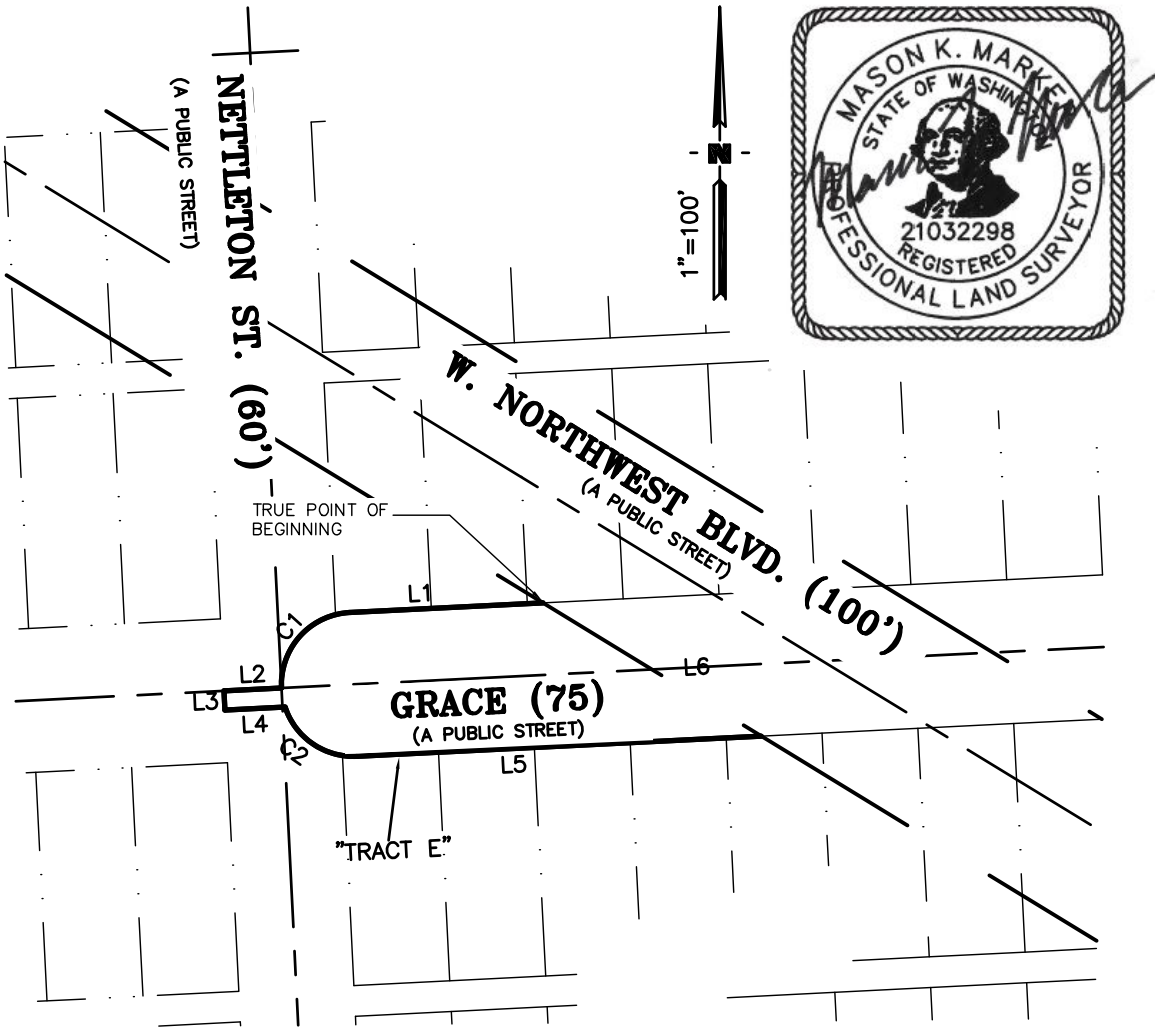
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be

$125,328.89 and is to be deposited to Budget Account #3200 49199 99999 39510.

6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services





CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	37.50'	58.90'	53.03'	N 42°08'38" E	90°00'00"
C2	37.50'	48.78'	45.41'	N 55°35'21" W	74°32'02"

LINE	BEARING	DISTANCE
L1	S 87°08'38" W	100.71'
L2	N 87°08'38" E	30.00'
L3	S 02°49'52" E	10.00'
L4	N 87°08'38" E	31.36'
L5	S 87°08'38" W	210.80'
L6	N 58°35'25" E	133.21'

VACATION AREAS:

GRACE AVENUE, SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

DURYEA & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207

JOB NO. 24–3498

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/10/2025

Committee Agenda type: Discussion

Council Meeting Date: 03/03/2025

Date Rec'd	2/5/2025		
Clerk's File #	ORD C36644		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	LNAVARRETE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-14947 TO RELEASE EASEMENTS		

Agenda Wording

Amending Ordinance C-14947 to release easements.

Summary (Background)

In 1957, City Council passed Ordinance C-14947 vacating a portion of Nettleton Street south of Northwest Boulevard, and retained easements within the vacation ordinance for electric and phone service. Since that time, the adjacent property owners have asked to vacate these easements to accommodate a future housing project. The existing easement holders have been contacted and are in support of the release.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: March 10, 2025

Clerk's File No.
ORD C36644

TO: Eldon Brown
Developer Services

FROM: Terri Pfister, City Clerk

RE: Amending Ordinance C14947 to release easements.

Attached is a copy of Ordinance C36644 for the amendment of:

C14947 that vacated a portion of Nettleton Street (south of Northwest Boulevard) in the city of Spokane.

This ordinance was read for the first time on March 3, 2025, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Principal Engineer, is returned to the City Clerk's Office.

Terri Pfister
City Clerk

3/10/2025
Date

Precedent conditions have been met and Ordinance C36644 is hereby returned for Final Reading.

Eldon Brown
Principal Engineer – Developer Services

Dated: 6/30/25

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36644

An ordinance amending Ordinance C-14947 that vacated a portion of Nettleton Street in the City of Spokane

The City of Spokane does ordain:

Section 1. That Nettleton Street, in the City of Spokane, from the southerly line of Northwest Boulevard to the north line of the alley between Grace Avenue and Buckeye Avenue, excepting therefrom intersecting Grace Avenue, be, and the same is herby, vacated; **~~provided that the city retains an easement or the right to exercise and grant easements in respect to the vacated land for electrical transmission lines and facilities and a telephone plant.~~**

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

LEGAL DESCRIPTION:

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL A:

LOTS 9 AND 10, BLOCK 16, ALTA VISTA ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 171.

ALSO THE EAST HALF OF THAT PORTION OF VACATED NETTLETON STREET, LYING WESTERLY OF AND ADJACENT TO SAID LAND;

EXCEPT NORTHWEST BOULEVARD.

PARCEL B:

THE WEST HALF OF VACATED NETTLETON STREET LYING EAST OF AND ADJACENT TO LOT 12, BLOCK 17, ALTA VISTA ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 171.

EXCEPT NORTHWEST BOULEVARD.

PARCEL C:

THAT PORTION OF GRACE AVENUE VACATED BY ORDINANCE NO. C22933, RECORDED UNDER AUDITOR'S NO. 7507250017, THAT WOULD ATTACH BY OPERATION OF LAW.

THE PROPERTY DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME PROPERTY DESCRIBED IN AFN#: 7289556.

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

LOTS 6, 7, AND 8, BLOCK 27, ALTA VISTA ADDITION TO THE TOWN OF WEBSTER, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 171;

TOGETHER WITH THE EAST 30 FEET OF VACATED NETTLETON STREET OF AND ADJOINING SAID LOT 8.

RESERVING UNTO GRANTOR THE ENTIRETY OF THAT CERTAIN MEMORANDUM OF LEASE WITH MALCOM W. HAIN AND BARBRA J. HAIN, HUSBAND AND WIFE, AS LESSOR AND VERIZON WIRELESS (VAW) LLC D/B/A/ VERIZON WIRELESS AS LESSEE DATED OCTOBER 21, 2013 AND RECORDED ON FEBRUARY 7, 2014 UNDER AUDITOR'S FILE NO. 6281178.

SUBJECT TO THE ENTIRETY OF THAT CERTAIN MEMORANDUM OF LEASE WITH VERIZON WIRELESS (VAW) LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LESSEE, DATED JUNE 22, 2015 AND RECORDED ON SEPTEMBER 18, 2015 UNDER AUDITOR'S FILE NO. 6436989.

SUBJECT TO UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTY AND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF TERM.

SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF ALTA VISTA ADDITION TO THE TOWN OF WEBSTER RECORDED IN VOLUME "A" OF PLATS, PAGE(S) 171.

SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THAT CERTAIN EASEMENT APPROVED ON JUNE 3, 1957 UNDER ORDINANCE NO. C14947 IN FAVOR OF THE CITY OF SPOKANE FOR ELECTRICAL TRANSMISSION LINES AND FACILITIES AND TELEPHONE PLAT AFFECTING A PORTION OF THE SUBJECT PROPERTY.

SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THAT CERTAIN EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 4353588 GRANTED TO AVISTA CORPORATION FOR OVERHEAD ELECTRIC LINES AFFECTING THE SOUTH 15 FEET OF THE EAST 10 FEET OF THE SUBJECT PROPERTY.

SUBJECT TO CONDITIONS, NOTES, EAEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY NO. 594949, RECORDED IN VOLUME 141 OF SURVEYS, AT PAGE(S) 100.

THE PROPERTY DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME PROPERTY DESCRIBED IN AFN#: 7309156.

BASIS OF BEARINGS:

NORTH AMERICAN DATUM OF 1983 (NAD 83)/(2011), WASHINGTON ZONE NORTH AS OBSERVED FROM THE WASHINGTON STATE REFERENCE NETWORK(WSRN).

HORIZONTAL DISTANCES:

THE DISTANCES SHOWN HEREON ARE GROUND DISTANCES BASED ON THE US SURVEY FOOT DEFINITION OF 1 FOOT = 12/39.37 METERS WITH A COMBINED SCALE FACTOR OF 0.999 886 444 845.

NOTES AND COMMENTS:

1) THIS SURVEY WAS PREPARED FOR THE PURPOSES OF CIVIL ENGINEERING DESIGN.
2) THE CONTOURS SHOWN HEREON WERE DERIVED FROM DIRECT FIELD OBSERVATIONS.
3) THE CONTOUR INTERVAL FOR THIS SURVEY IS 1 FOOT
4) THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE NSPS STANDARDS FOR TOPOGRAPHIC SURVEYS (APPROVED MARCH 12, 2002).
5) THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY IS BASED UPON A FIELD SURVEY.
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7) GROSS LAND AREA 42,695 SQUARE FEET OR 0.980 ACRES, MORE OR LESS.
   PARCEL A: 6782 SQUARE FEET OR 0.156 ACRES, MORE OR LESS.
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9) DURYEA & ASSOCIATES ONLY ACKNOWLEDGES SIGNED AND STAMPED MAPS AND DRAWINGS. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED MAPS AND DRAWINGS.

VERTICAL DATUM:

1) VERTICAL DATUM: NAVD 88
2) REFERENCE BENCHMARK: NORTH 1/4 CORNER S.12 T.25.N R.42.E, TOP OF PIPE IN SECTION CORNER MONUMENT KNOWN AS SPOKANE CITY BENCHMARK "31N 22W EUCLID & BELT" ELEVATION = 1907.83 US FEET

ON-SITE TEMPORARY BENCHMARKS:

1) SCRIBED "X" IN "BURY" HEAD BOLT OF FIRE HYDRANT LOCATED IN NORTHERLY GRACE AVENUE RIGHT OF WAY ELEVATION = 1875.96 US FEET
2) 1/2" REBAR WITH RED PLASTIC CAP LABELED "CONTROL" SET IN LANDSCAPING LOCATED IN SOUTHERLY GRACE AVENUE RIGHT OF WAY. ELEVATION = 1876.90 US FEET

SURVEYOR'S CERTIFICATE:

THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECTION IN APRIL 2024 AT THE REQUEST OF EXCELSIOR WELLNESS.

PRELIMINARY

Mason K. Marker
PLS 21032298
Exp. 12/31/2024
mason.marker@duryea-associates.com

04/10/2024

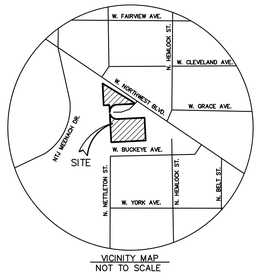
MASON K. MARKER STATE OF WASHINGTON 21032298 REGISTERED PROFESSIONAL LAND SURVEYOR

LEGEND:

———	PROPERTY LINE
- - - -	TIE LINE
——— ———	MONUMENT LINE
——— · ———	LOT LINES
——— ———	RIGHT-OF-WAY
——— · ———	CENTERLINE
(BEARING DISTANCE)	RECORD BEARING AND/OR DISTANCE
●	FOUND AS NOTED
X	SCRIBED "X"

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 39°54'04" E	40.66'
L2	S 48°10'07" W	51.94'
L3	S 67°38'26" W	24.21'
L4	N 47°58'10" W	28.30'
L5	N 20°50'04" E	25.46'
L6	S 14°33'27" E	51.02'
L7	S 59°18'26" E	24.00'
L8	N 14°57'25" W	33.00'
L9	N 42°10'51" W	31.76'
L10	N 43°49'32" E	21.73'
L11	N 34°26'25" W	38.12'



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET 1: NOTES & BOUNDARY
SHEET 2: SITE TOPOGRAPHY

N

GRAPHIC SCALE

30 0 15 30 60 120

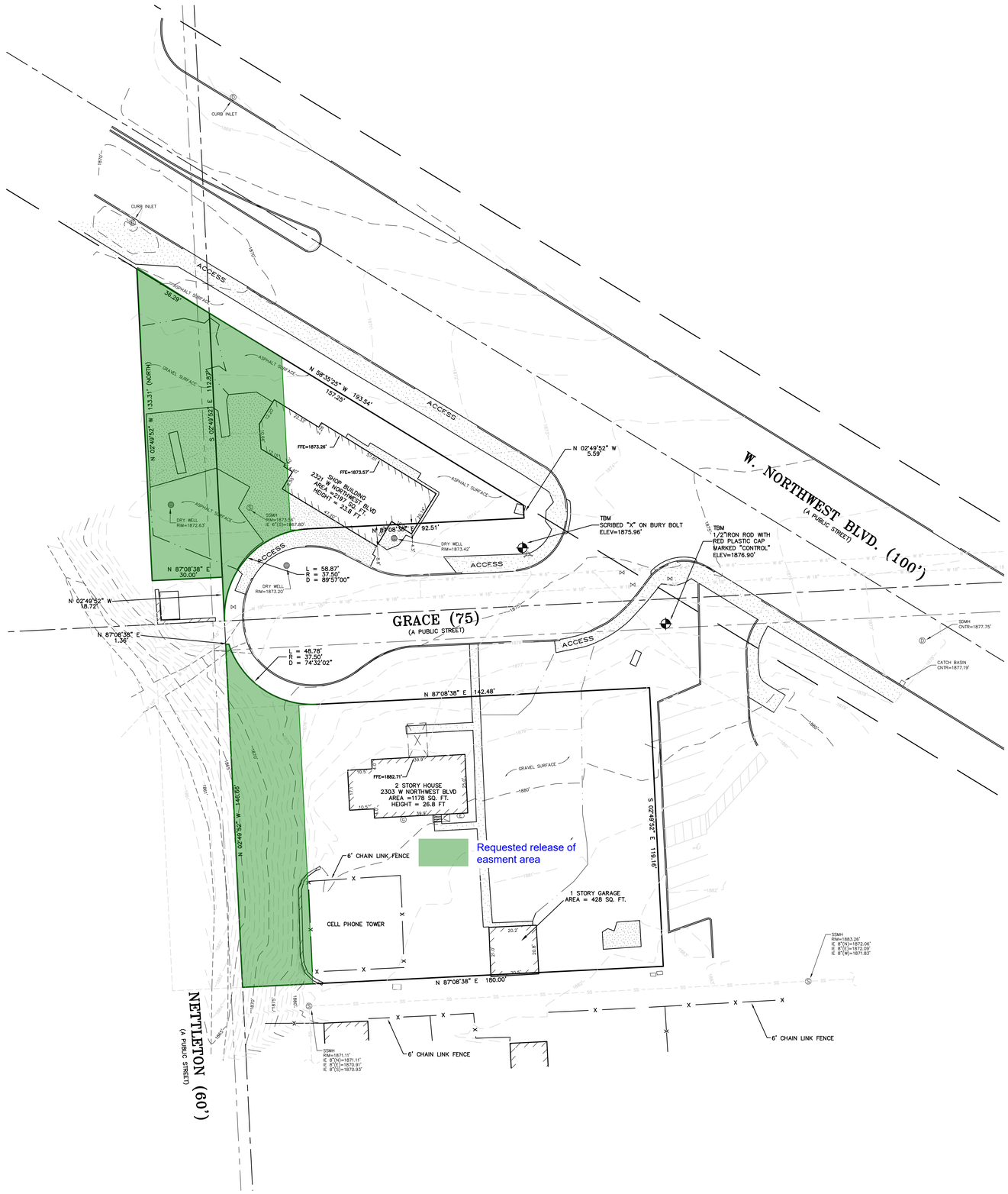
(IN FEET)
1 inch = 30 ft.

BOUNDARY & TOPOGRAPHIC SURVEY

EXCELSIOR WELLNESS
2303 & 2321 W NORTHWEST BLVD
SPOKANE, WA

DURYEA & ASSOCIATES
Surveying and Mapping
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

PROJECT SURVEYOR: MKM	SHEET: 1 OF 2
DRAWN BY: ENE	
LAST DATE OF REVISION:	JOB NO.: 24-3498



LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- CENTERLINE
- BUILDING LINE
- 6" CONCRETE CURB
- EDGE OF PAVEMENT
- FENCE AS NOTED
- FENCE AS NOTED
- CONCRETE WALL
- CONCRETE SURFACE
- FIRE HYDRANT
- FIRE CONNECTION
- POST INDICATOR VALVE
- BACKFLOW PREVENTER
- WATER METER
- WATER VAULT
- WATER MANHOLE
- WATER VALVE
- GAS VALVE
- GAS METER
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN OUT
- STORM SEWER MANHOLE
- CATCH BASIN
- DRYWELL
- CULVERT
- POWER POLE
- POWER POLE WITH GUY WIRE
- TELEPHONE MANHOLE
- TELECOMMUNICATION RISER
- TELECOMMUNICATION VAULT
- LIGHT STANDARD
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC MANHOLE
- ELECTRIC VAULT OR BOX
- POWER TRANSFORMER
- TRAFFIC SIGNAL POLE
- CROSSWALK POLE
- FLAG POLE
- SIGN
- DECIDUOUS/CONIFER TREE WITH DIAMETER
- (N45°15'00"E 200.45') RECORD BEARING AND/OR DISTANCE
- UNDERGROUND SANITARY LINE
- UNDERGROUND STORM LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELECOMMUNICATION LINE
- OVERHEAD POWER/TELECOMMUNICATION LINE
- L/S LANDSCAPED AREA
- T.E. TRASH ENCLOSURE
- FOUND AS NOTED
- SET
- TEMPORARY BENCHMARK (TBM)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

BOUNDARY & TOPOGRAPHIC SURVEY

PRELIMINARY

MASON K. MARKER
STATE OF WASHINGTON
21032298
REGISTERED
PROFESSIONAL LAND SURVEYOR
04/10/2024

SHEET INDEX

SHEET 1: NOTES & BOUNDARY
SHEET 2: SITE TOPOGRAPHY

EXCELSIOR WELLNESS
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PROJECT SURVEYOR: MKM	SHEET: 2 OF 2
DRAWN BY: ENE	
LAST DATE OF REVISION:	JOB NO.: 24-3498

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/10/2025

Committee Agenda type: Discussion

Council Meeting Date: 03/03/2025

Date Rec'd	2/5/2025		
Clerk's File #	ORD C36645		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	LNAVARRETE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-22933 TO RELEASE EASEMENTS		

Agenda Wording

Amending Ordinance C-22933 to release easements.

Summary (Background)

In 1975, City Council passed Ordinance C-22933 vacating portions of Grace Ave south of Northwest Boulevard, and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate a future housing project. The existing easement holders have been contacted and are in support of the release.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: March 10, 2025

Clerk's File No.
ORD C36645

TO: Eldon Brown
Developer Services

FROM: Terri Pfister, City Clerk

RE: Amending Ordinance C22933 to release easements.

Attached is a copy of Ordinance C36645 for the amendment of:

> C22933 that vacated a portion of Grace Ave except the north 10 feet of the south half thereof, from the extended west line of vacated Nettleton Street to the arc of a circle having a radius of 37 ½ feet, the center point of which is the center point of existing cul-de-sac, and located on the center line of Grace Avenue.

This ordinance was read for the first time on March 3, 2025, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Principal Engineer, is returned to the City Clerk's Office.

Terri A. Pfister
City Clerk

3/10/2025
Date

Precedent conditions have been met and Ordinance C36645 is hereby returned for Final Reading.

Eldon Brown
Principal Engineer – Developer Services

Dated: 6/30/25

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36645

An ordinance amending Ordinance C-22933 that vacated that portion of Grace Avenue except the north 10 feet of the south half thereof, from the extended west line of vacated Nettleton Street to the arc of a circle having a radius of 37 ½ feet, the center point of which is the center point of the existing cul-de-sac, and located on the center line of Grace Avenue.

WHEREAS, a petition for the vacation of Grace Avenue between the east line and the west line of Nettleton Street, excepting the portion thereof lying within the cul-de-sac presently constructed in Grace Avenue, having been filed with the City Clerk by owners of 75% of the property abutting that sought to be vacated, and a hearing having been held thereon before the City Council of the City of Spokane in accordance with RCW 35.79; and

WHEREAS, the City Council of the City of Spokane having found that the public use, benefit and welfare will be served by the vacation of a lesser portion of the area included in the petition for vacation; Now, THEREFORE,

The City of Spokane does ordain:

Section 1. That portions of Grace Avenue, except the north 10 feet of the south half thereof, from the extended west line of vacated Nettleton Street to the arc of a circle having a radius of 37 ½ feet and center point of which is the center point of the existing cul-de-sac, and located on the center line of Grace Avenue, in the City and County of Spokane, State of Washington, be and the same hereby is, vacated, subject to the following conditions:

1) That easements for existing utilities through the vacated right of way be preserved **except for in the areas described below**; and

BEGINNING at a PK Nail marking the intersection of the North Hemlock Street monument line and the West Cleveland Avenue monument line; thence South 87°08'38" West 459.97 feet to a PK Nail marking the intersection of the North Nettleton Street monument line and the West Cleveland Avenue monument line; thence South 05°42'21" West 168.41 feet to a point at the intersection of the Southwesterly right of way of West Northwest Boulevard and the Westerly right of way of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence South 02°49'52" East 114.56 feet along the Westerly right of way

of vacated North Nettleton Street; to the TRUE POINT OF BEGINNING of this description; thence South 02°49'52" East 18.72 feet along the Westerly right of way of vacated North Nettleton Street; thence North 87°08'38" East 30.00 feet to a point on the centerline of vacated North Nettleton Street; thence South 02°49'52" East 18.75 feet along the centerline of vacated North Nettleton Street to a point on the centerline of vacated West Grace Avenue (City of Spokane Ordinance C-22933); thence Northeasterly along a non-tangent curve to the right with a radius of 37.50 feet, through a central angle of 78°26'17", an arc length of 51.34 feet (long chord bears North 36°24'46" East 47.42 feet); thence North 02°49'52" West 0.75 feet to a point on the Northerly right of way line of West Grace Avenue; thence South 87°08'38" West 60.00 feet along the Northerly right of way of West Grace Avenue to the TRUE POINT OF BEGINNING, and containing 0.020 acres, more or less.

Together with:

BEGINNING at a PK Nail marking the intersection of the North Hemlock Street monument line and the West Cleveland Avenue monument line; thence South 87°08'38" West 459.97 feet to a PK Nail marking the intersection of the North Nettleton Street monument line and the West Cleveland Avenue monument line; thence South 05°42'21" West 168.41 feet to a point at the intersection of the Southwesterly right of way of West Northwest Boulevard and the Westerly right of way of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence South 02°49'52" East 133.31 feet along the Westerly right of way of vacated North Nettleton Street; thence South 49°03'47" East 41.54 feet to a point on the centerline of vacated North Nettleton Street, said point also being the TRUE POINT OF BEGINNING of this description; thence South 02°49'52" East 27.50 feet along the centerline of vacated North Nettleton Street; thence North 87°08'38" East 30.00 feet along the Southerly right of way of vacated West Grace Avenue (City of Spokane Ordinance C-22933); thence North 02°49'52" West 0.76 feet; thence along the arc of a non-tangent curve to the right, with a radius of 37.50 feet, through a central angle of 62°58'19", an arc length of 41.22 feet (long chord bears North 49°48'30" West 39.17 feet); thence South 87°08'38" West 1.36 feet to the TRUE POINT OF BEGINNING, and containing 0.007 acres, more or less.

2) That no buildings or structures shall be constructed on such easements; and
3) That any improvement and use of the land shall be subject to prior approval of the Spokane Park Board and the utility owners affected thereby; and
4) That any such improvements may be removed without compensation by the said Park Board or utility owners if necessary.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

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ON-SITE TEMPORARY BENCHMARKS:

1) SCRIBED "X" IN "BURY" HEAD BOLT OF FIRE HYDRANT LOCATED IN NORTHERLY GRACE AVENUE RIGHT OF WAY ELEVATION = 1875.96 US FEET
2) 1/2" REBAR WITH RED PLASTIC CAP LABELED "CONTROL" SET IN LANDSCAPING LOCATED IN SOUTHERLY GRACE AVENUE RIGHT OF WAY. ELEVATION = 1876.90 US FEET

SURVEYOR'S CERTIFICATE:

THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECTION IN APRIL 2024 AT THE REQUEST OF EXCELSIOR WELLNESS.

PRELIMINARY

Mason K. Marker
PLS 21032298
Exp. 12/31/2024
mason.marker@duryea-associates.com

04/10/2024

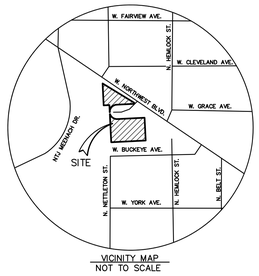
MASON K. MARKER STATE OF WASHINGTON 21032298 REGISTERED PROFESSIONAL LAND SURVEYOR

LEGEND:

———	PROPERTY LINE
- - - -	TIE LINE
——— ———	MONUMENT LINE
——— · ———	LOT LINES
——— ———	RIGHT-OF-WAY
——— · ———	CENTERLINE
(BEARING DISTANCE)	RECORD BEARING AND/OR DISTANCE
●	FOUND AS NOTED
X	SCRIBED "X"

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 39°54'04" E	40.66'
L2	S 48°10'07" W	51.94'
L3	S 67°38'26" W	24.21'
L4	N 47°58'10" W	28.30'
L5	N 20°50'04" E	25.46'
L6	S 14°33'27" E	51.02'
L7	S 59°18'26" E	24.00'
L8	N 14°57'25" W	33.00'
L9	N 42°10'51" W	31.76'
L10	N 43°49'32" E	21.73'
L11	N 34°26'25" W	38.12'



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET 1: NOTES & BOUNDARY
SHEET 2: SITE TOPOGRAPHY

N

GRAPHIC SCALE

30 0 15 30 60 120

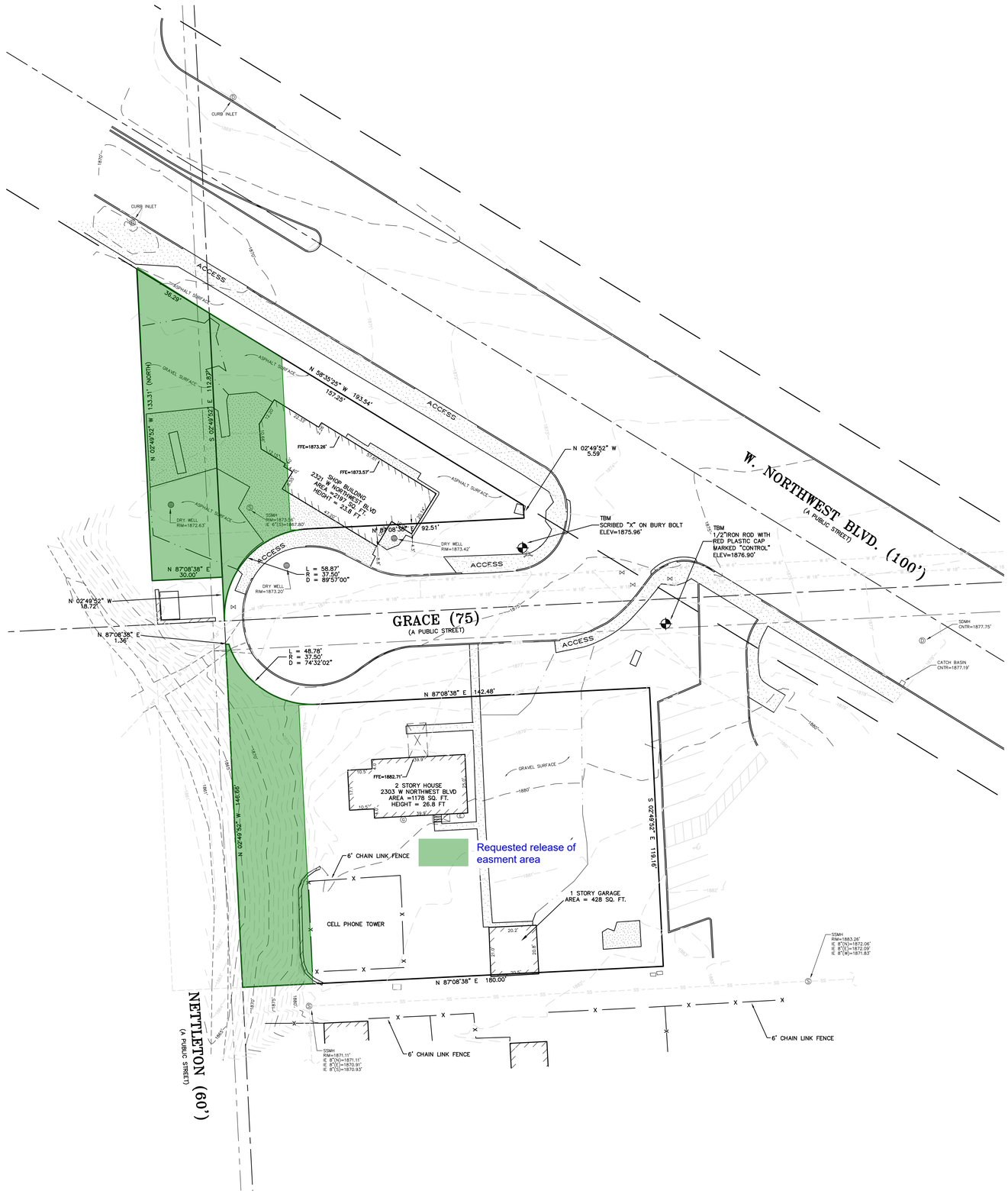
(IN FEET)
1 inch = 30 ft.

BOUNDARY & TOPOGRAPHIC SURVEY

EXCELSIOR WELLNESS
2303 & 2321 W NORTHWEST BLVD
SPOKANE, WA

DURYEA & ASSOCIATES
Surveying and Mapping
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

PROJECT SURVEYOR: MKM	SHEET: 1 OF 2
DRAWN BY: ENE	
LAST DATE OF REVISION:	JOB NO.: 24-3498



LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- CENTERLINE
- BUILDING LINE
- 6" CONCRETE CURB
- EDGE OF PAVEMENT
- FENCE AS NOTED
- FENCE AS NOTED
- CONCRETE WALL
- CONCRETE SURFACE
- FIRE HYDRANT
- FIRE CONNECTION
- POST INDICATOR VALVE
- BACKFLOW PREVENTER
- WATER METER
- WATER VAULT
- WATER MANHOLE
- WATER VALVE
- GAS VALVE
- GAS METER
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN OUT
- STORM SEWER MANHOLE
- CATCH BASIN
- DRYWELL
- CULVERT
- POWER POLE
- POWER POLE WITH GUY WIRE
- TELEPHONE MANHOLE
- TELECOMMUNICATION RISER
- TELECOMMUNICATION VAULT
- LIGHT STANDARD
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC MANHOLE
- ELECTRIC VAULT OR BOX
- POWER TRANSFORMER
- TRAFFIC SIGNAL POLE
- CROSSWALK POLE
- FLAG POLE
- SIGN
- DECIDUOUS/CONIFER TREE WITH DIAMETER
- (N45°15'00"E 200.45') RECORD BEARING AND/OR DISTANCE
- UNDERGROUND SANITARY LINE
- UNDERGROUND STORM LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELECOMMUNICATION LINE
- OVERHEAD POWER/TELECOMMUNICATION LINE
- L/S LANDSCAPED AREA
- T.E. TRASH ENCLOSURE
- FOUND AS NOTED
- SET
- TEMPORARY BENCHMARK (TBM)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

BOUNDARY & TOPOGRAPHIC SURVEY

PRELIMINARY

MASON K. MARKER
STATE OF WASHINGTON
21032298
REGISTERED
PROFESSIONAL LAND SURVEYOR
04/10/2024

SHEET INDEX

SHEET 1: NOTES & BOUNDARY
SHEET 2: SITE TOPOGRAPHY

EXCELSIOR WELLNESS
2303 & 2321 W NORTHWEST BLVD
SPOKANE, WA

DURYEA & ASSOCIATES
Surveying and Mapping
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

PROJECT SURVEYOR: MKM	SHEET: 2 OF 2
DRAWN BY: ENE	
LAST DATE OF REVISION:	JOB NO.: 24-3498

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/09/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/30/2025

Date Rec'd	6/4/2025
Clerk's File #	ORD C36716
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM BINGLE 625-6275
Contact E-Mail	JBINGLE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	JBINGLE LNAVARRETE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0320 ORDINANCE RELATING TO AMENDMENTS OF TITLE 18 & HUMAN RIGHTS

Agenda Wording

An ordinance expanding the duties of the Spokane Human Rights Commission to include automatic review of proposed changes to Title 18 of the Spokane Municipal Code and related provisions

Summary (Background)

The City established the Spokane Human Rights Commission in 1992 with the stated purpose of advising and making recommendations to the Spokane City Council on issues concerning human rights and discrimination as well as the implementation of the programs consistent with the needs of all residents. One of the specific powers and duties of the Spokane Human Rights Commission identified in SMC 04.10.040 is to "make recommendations for public policy relating to human rights." To fulfill the spirit of the purpose of the Spokane Human Rights Commission and their powers and duties, it is necessary to confirm, in the municipal code, that the duties of the Spokane Human Rights Commission include review of any proposed ordinances amending Title 18 of the Spokane Municipal Code and other provisions relating to discriminatory practices.

What impacts would the proposal have on historically excluded communities?

The core mission of the SHRC is to ensure that city policies and practices do not have a disparate impact on historically marginalized communities. While the SHRC regularly provides policy recommendations to the City Council, it often does not have an opportunity to review legislation before the council takes it under consideration, esepcailly legislation affecting the core principles articualted in Title 18. .

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 specific data collection is triggered by this ordinance, but rather this is a procedural change intended to ensure the SHRC has an opportunity to fulfill its mission to advise council on matters affecting historically marginalized communities.

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

See response 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?

The ordinance ensures the spirit of the enabling ordinance creating the SHRC in 1992 is satisfied by a procedural change that guarantees it has a voice in significant legislation.

Council Subcommittee Review

Not yet reviewed by equity subcommittee or SHRC.

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

Narrative

N/A

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORD C36716 (Sponsor Substitution)

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C-36716

An ordinance expanding the duties of the Spokane Human Rights Commission to include automatic review of proposed changes to Title 18 of the Spokane Municipal Code and related provisions.

WHEREAS, the City of Spokane established the Spokane Human Rights Commission by ordinance C30424 in 1992 with the stated purpose of advising and making recommendations to the Spokane City Council on issues concerning human rights and discrimination as well as the implementation of the programs consistent with the needs of all residents; and

WHEREAS, one of the specific powers and duties of the Spokane Human Rights Commission identified in SMC 04.10.040 is to "make recommendations for public policy relating to human rights" and;

WHEREAS, in order to fulfill the spirit of the purpose of the Spokane Human Rights Commission and their powers and duties, the City Council desires to amend the duties of the Spokane Human Rights Commission to include automatic review of any proposed ordinances amending Title 18 of the Spokane Municipal Code and other provisions relating to discriminatory practices; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.10.010 of the Spokane Municipal Code is amended to read as follows:

Section 04.10.010 Purpose

The human rights commission advises and makes recommendations to the city council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane. <u>The commission shall review all proposed ordinances modifying or expanding the provisions of Title 18 of the Spokane Municipal Code, as well as other provisions of the Spokane Municipal Code that regulate discriminatory practices and claims.</u>

Section 2. That section 04.10.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.10.040 Duties and Functions

The commission has the power and duty to:

A. adopt rules;

B. hold regular public meetings and keep a written record of its proceedings which is a public record;

C. serve as a complaint channel to which human rights grievances of all types can be reported;

D. maintain statistical data on incidents of human rights violations and make appropriate recommendations for correction;

E. conduct public hearings to receive citizen concerns about issues relating to human rights;

F. conduct and arrange for surveys, studies, and polls to factually determine problem areas and perceptions;

G. provide conflict management and dispute resolution services such as conciliation and mediation;

H. provide and arrange for victim assistance and support groups;

((A)) I. convene and develop work groups such as sub-committees, ad hoc committees, task forces, and coalitions consisting of concerned organizations, agencies, and individuals to achieve coordinated focus on priority problem areas;

J. provide and develop community education projects such as conferences, forums, and workshops in collaboration and co-sponsorship with organizations and other agencies;

K. conduct diversity training programs for public and private employers, citizen groups and agencies;

L. create a speaker's bureau to address cultural diversity issues;

M. publish a periodic newsletter on current events and special reports on studies and related findings and recommendations;

N. develop a mass media program consisting of the appropriate use of press releases, press conferences, public service announcements, and production;

O. make recommendations for public policy relating to human rights;

P. issue quarterly reports to the City Council concerning the number of complaints received by the City, the number and type of complaints referred to other entities

by the name of the entity, the number of complaints dismissed by the City without either investigation or referral, the number of complaints referred by the City to mediation and the number and type of results of those mediations, the number of complaints referred to the City Prosecutor and the resulting outcomes, and any other actions which the City Council determines to be helpful, provided that in no event will such reports contain personally-identifying information; and

Q. issue an annual report to the mayor and city council on the health of human rights along with achievements for the past year and goals for the coming year; and

R. provide guidance for the city's anti-discrimination efforts without limitation, including federal Title VI compliance efforts ((~~.~~)) ; and

S. review and comment on proposed ordinances amending Title 18 of the Spokane Municipal Code as well as other provisions of the Spokane Municipal Code that regulate discriminatory practices and claims. The Commission shall be provided a draft copy of each ordinance a minimum of 15 days prior to appearing on a Council committee agenda. The Commission shall provide its written comments to the Council no more than 45 days after receiving such ordinance. The Council may bypass this requirement pursuant to Section 01.01.080 of the Spokane Municipal Code.

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

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

PASSED by the City Council on _____.

_____
Council President

Attest: Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Purpose of Substitution: Exempts emergency ordinances, clarifies that the Commission shall be provided ordinances 15 days prior to appearing on a committee agenda, gives the Commission 45 days to provide written comment to Council after receiving an ordinance.

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36718
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	CHRIS WRIGHT 625-6210		
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE &		

Agenda Wording

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

Summary (Background)

Ordinance C36557, adopted in 2024, created the Climate Resilience and Sustainability Board (CRSB). As originally configured the membership on the CRSB did not include a representative from the Community Assembly. By resolution the Community Assembly requested that it be allowed to designate a liaison to the CRSB. The ordinance modified SMC 04.41 to allow for a Community Assembly liaison on the CRSB.

What impacts would the proposal have on historically excluded communities?

The ordinance provides a formal role on the Climate Resilience and Sustainability Board (CRSB)for the Community Assembly, which is comprised of representatives form the 29 neighborhood councils and which has broad representation from all sectors of the city. To the extent they participate in the neighborhood council program and the Community Assembly, historically excluded communities would be given an additional voice on the CRSB.

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 ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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

SMC 04.41, which established the CRSB, indicates that it membership "will consist of diverse and broad representation." Adding a liaison position for the Community Assembly is consistent with this stated desire of the ordinance to create a broad-based membership on the CRSB.

Council Subcommittee Review

None

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORD C36718 (SPONSOR SUBSTITUTION)(06-16-25)

ORDINANCE NO. C-36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

WHEREAS, the Community Assembly was created in 2000 by the voters of Spokane to establish "a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest" in the Spokane community; and

WHEREAS, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose "to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals"; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

WHEREAS, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

WHEREAS, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

1. members of impacted communities facing disproportionate environmental and health disparities;
2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
4. students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

E. The Community Assembly may appoint a qualified neighborhood council member to serve as a liaison to the Board.

Section 2. That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.030 Appointment and Term

A. Term

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.
3. The terms of eight of the Board members shall expire in odd-numbered years.
4. The terms of seven of the Board members shall expire in even-numbered years.
5. The Community Assembly member shall serve a maximum of three (3) consecutive years.

((~~5~~)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.

((~~6~~)) 7. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

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

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

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 06/16/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/11/2025
		Clerk's File #	ORD C36720
		Cross Ref #	
Council Meeting Date: 07/14/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	JON SNYDER 6069	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 COMPLETE STREETS ORDINANCE UPDATE		

Agenda Wording

Final draft of Complete Streets Ordinance update for hearing consideration.

Summary (Background)

The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City. An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

--

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	jsnyder@spokanecity.org
amcdaniel@spokanecity.org	

BRIEFING PAPER: Complete Streets Ordinance final draft
City of Spokane
Planning Commission
6/11/2025

Subject:
Final draft of Complete Streets Ordinance update for hearing consideration.

Background:
The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City.

An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

Relationship to Plans/Actions:
Complete Streets supports the goals of the Comprehensive Plan, Chapter 4, Transportation.

Timeline/ Further Action:
The Planning Commission can take action to recommend this ordinance update at the hearing scheduled for June 11. If the ordinance is recommended to the Council, then the Council will consider the ordinance at their next PIES meeting on June 16.

ORDINANCE NO. C36720

An ordinance updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

WHEREAS, the Transportation Commission was created in 2024 when the City Council enacted Ordinance C36517, which, when codified in Chapter 04.40 of the Spokane Municipal Code, established the commission and set forth its duties and responsibilities; and

WHEREAS, since creation of the Transportation Commission in 2024, the City Council has enacted changes to Chapter 16A.64 of the Spokane Municipal Code, including changing the name of the traffic calming program to the "Safe Streets for All," program; and

WHEREAS, the "Complete Streets Program," codified in Chapter 17H,020 of the Spokane Municipal Code in 2011, has not been updated since its initial enactment and does not reflect creation of the Transportation Commission; and

WHEREAS, the City Council wishes to update the Complete Streets Program and make additional changes to the Transportation Commission duties to reflect its role with respect to Complete Streets Program;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 and Chapter 17H.020 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

1. Meet mobility needs by providing facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.

2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.

3. Encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.

4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.

5. Prioritize the safety of people walking, pursuant to SMC 16A.84.020.

6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.

B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.

C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:

1. Use of Transportation Benefit District (TBD) program funds; and
2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation Benefit District (TBD) Administrator and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with identification of residential/local access streets appropriate for repair.

E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe

form of transportation in the city of Spokane. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by SMC 16A.84.030. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in SMC 07.08.130. The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.

H. ((~~Traffic Calming~~)) Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:

1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;

2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and

3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill these duties.

I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.

K. At least once per year the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles and/or pedestrians and which result in death or serious injury on public ways within the City. After such review , the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.

L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

Section 2. That Section 17H.020.010 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.010 Purpose

The purpose of the Complete Streets Program is the integration of transportation and land use planning in order to ensure all users are accommodated in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan.

Implementation of complete streets planning will create a balanced transportation system that provides safe, accessible, and efficient routes among priority destinations for walking, bicycling, and public transport, that encourages healthy and active living, and that reduces traffic congestion, greenhouse gas emissions, tire particulate pollution, and noise pollution.

Section 3. That there is adopted a new Section 17H.020.015 of the Spokane Municipal Code to read as follows:

Section 17H.020.015 Definitions

For the purpose of this chapter, the following words shall be defined as follows:

Term	Definition
Complete Street	A “Complete Street” is a road designed to be safe for users of all ages and abilities and exhibits a high degree of multimodal level of service informed by various plans adopted by the City of Spokane. The “Complete Street Program” focuses not just on individual roads but on changing the community and engineering decision-making process so that all users are routinely considered during the planning, designing, building, and operating of all roadways.
Street Project	"Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair or patching potholes, paving unpaved streets, or interim measures on detour routes. If safety and convenience can be improved within the scope of pavement resurfacing such as grind and overlay and restriping, such projects shall implement Complete Streets as outlined in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan and the Americans with Disabilities Act Transition Plan to provide access and increase safety for all users. Grind and overlay and restriping projects shall be limited to striping elements as called for in the Bicycle Master Plan, the Bicycle Priority Network, and the Pedestrian Master Plan. Changes to existing signalization shall not trigger additional Complete Streets elements.
Users	"Users" mean individuals that use streets, including people walking, people using wheeled assisted mobility devices such

	as wheelchairs, people riding bicycles, people using micromobility devices, people driving automobiles, people driving freight delivery vehicles, and people using transit options, people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

Section 4. That Section 17H.020.020 of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 17H.020.030 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.030 Freight/Truck Routes

Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be ((~~the major~~)) a priority on streets classified as truck routes as designated by SMC 12.08.020. Complete Street improvements that are consistent with freight mobility but also support other modes shall be considered for these streets.

Section 6. That Section 17H.020.040 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.040 Complete Streets Implementation

A. All street projects shall include Complete Streets elements as called for in the Bicycle Master ((~~Bike~~)) Plan, ((~~and~~)) Pedestrian Master Plan, and the Americans with Disabilities Act (ADA) Transition Plan. Complete Streets shall be achieved either through single projects or through a series of smaller improvements or maintenance activities over time. It is the City's intent that all allowable sources of transportation funding be drawn upon to implement Complete Streets projects. ((~~The City believes that maximum financial flexibility is important to implement Complete Streets principles. The City believes a Complete Streets program will increase connectivity for all modes of travel within the City.~~))

B. The implementation of various Complete Streets elements will utilize the ((~~latest and best design criteria and the design of various complete streets components to be implemented shall be based on a context sensitive approach, with the analysis of the street's existing conditions, and the present/future needs for all users.~~)) National Association of City Transportation Officials (NACTO) Design Guidance, including Urban Street Design Guide and Urban Bikeway Design Guide, as well as the American Association of State Highway and Transportation Officials (AASHTO) Guide for the

Development of Bicycle Facilities and other best practices; provided, certain projects may be required to follow the Washington State Department of Transportation (WSDOT) or Federal Highway Administration (FHWA) standards, which may supersede other design standards.

C. Complete Streets components to be implemented shall be based on a context-sensitive approach, using a Safe Systems framework as defined in RCW 47.04.010, with the analysis of the street's existing conditions, and the present and future needs for all users.

D The City will provide continuing education opportunities through various state and national providers, associations, and experts on Complete Streets and urban street design and implementation for identified staff that implement Complete Streets.

Section 7. That Section 17H.020.050 of the Spokane Municipal Code is hereby repealed.

Section 8. That there is adopted a new Section 17H.020.055 of the Spokane Municipal Code to read as follows:

Section 17H.020.055 Limited Exceptions to the Complete Streets Program

A. The following situations are limited exceptions to the Complete Streets Program:

1. Major catastrophic repairs where roadway function has been significantly lost due to situations such as wildfires, sinkholes, flooding, or sudden unanticipated bridge failure.

2. Where a reasonable and equivalent project with a high degree of multimodal level of service that provides transit or active transportation access to the most significant trip generators on the street, along the same corridor, is already programmed to provide Complete Streets elements.

3. When future development has been permitted or is in the process of permitting within the next six years will be required to build frontage improvements with Complete Streets elements.

4. Grind and overlays, chip seals, crack sealing, and similar maintenance projects may not be required to install new curb, gutter or sidewalk for the length of the project, provided new and replacement ADA ramps must be installed with grind and overlays. City staff shall look for opportunities to install smaller improvements, including but not limited to bus boarding pads and crosswalk elements that best fit within the scope and budget of the project.

B. Requested exceptions to the Complete Streets program shall be reviewed by the Transportation Commission, and recommendations regarding exceptions shall be made to the City Council. The City Council must approve exceptions in conjunction with the annual adoption of the 6-Year Street Plan or through a separate Council approval and action on specific project(s). Exceptions requested for major catastrophic repairs may be reviewed by the City Council on an emergency basis without prior review by the Transportation Commission.

Section 9. That Section 17H.020.060 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.060 Performance Measures

A. Performance measures monitoring the progress of Complete Streets implementation will be ((~~established and an annual progress report which will be submitted~~)) included with the Transportation Commission's annual report to the ((~~city council~~)) City Council.

B. Performance measures established through the Complete Streets program shall utilize existing reporting done for concurrency certification and state and federal grant programs.

C. Performance measures shall include but are not limited to annual fatalities and serious injuries of all modes of travel, measurements of vehicle miles travelled in the city of Spokane, transit boardings in the city of Spokane, annual micromobility trips with a provider under contract with the City of Spokane, and new transit and active transportation facilities built in the city of Spokane.

Section 10. That there is adopted a new Section 17H.020.070 of the Spokane Municipal Code to read as follows:

Section 17H.020.070 Land Use Integration

A. The City's Design Standards shall include context-sensitive elements determined by the adjacent land use.

B. All new or revised land use policies, plans, zoning ordinances, or other relevant documents shall specify how they will support and complement the Complete Streets Program.

Section 11. That there is adopted a new Section 17H.020.080 of the Spokane Municipal Code to read as follows:

Section 17H.020.080 Multijurisdictional Coordination

The City recognizes that multi-jurisdictional contributions are necessary for an effective Complete Streets program and will work cooperatively with the Washington State Department of Transportation, the Spokane Regional Transportation Council, the Spokane Regional Health District, the Spokane Transit Authority, Spokane County Accessible Communities Advisory Committee and surrounding counties, cities, school districts, neighborhood councils, citizens, businesses and other interest groups to implement this chapter.

Section 12. 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 13. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING COMPLETE STREETS ORDINANCE UPDATES

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's Unified Development Code. This proposal will amend the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.

B. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan.

C. The Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals.

D. Public notice and communication began in April 2025 and included the following:

    1. Plan Commission workshops held on April 9 and May 14.

    2. Transportation Commission workshop held April 9. Transportation Commission hearing held May 21.

    3. The issuance of a SEPA Determination of Nonsignificance for code text amendments on May 21, 2025.

    4. For a hearing scheduled for June 11, 2025, legal notices were published to the Spokesman Review on May 28 and June 4, 2025.

E. On April 9 and May 14, the City of Spokane Plan Commission held workshops to discuss draft language, and review and evaluate with City staff alternatives to proposed text changes

F. The City of Spokane Transportation Commission held a workshop on April 9 to discuss draft language, and review and evaluate with City staff alternatives to proposed text changes.

G. On May 21, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.

H. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on May 28, 2025, for the proposed text amendments. One comment was received.

I. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.

J. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.

K. The Plan Commission held a public hearing on June 11, 2025, to obtain public comments on the proposed amendments. One comment was received.

L. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.

M. The City of Spokane Plan Commission finds that the amendment proposal and SEPA status were noticed in the City Gazette at the time of a Plan Commission workshop as required in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the proposed Complete Streets Ordinance Update:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan.
3. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

RECOMMENDATION:

In the matter of the ordinances pertaining to the proposed text amendments, amending the Unified Development Code of the City of Spokane.

By vote of two in favor to six not in favor, the Spokane Plan Commission takes the following actions:

1. **DOES NOT RECOMMEND** that City staff review Mr. Kropp's language suggestions for sections 17H.020.055(A)(1), 17H.020.055(A)(2), 17H.020.055(A)(3), and 17H.020.055(A)(4).

As based on the above listed findings and conclusions, by vote of seven in favor to zero not in favor, and one abstention, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposal, amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Ryan Patterson, Vice President
Spokane Plan Commission

Date: 23/06/25

PC Findings and Conclusions Complete Streets Ordinance Update 20250619

Final Audit Report 2025-06-23

Created:	2025-06-23
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVsMtiCaexxPCiMm6f-_4P0e4Ej_Ip-4i

"PC Findings and Conclusions Complete Streets Ordinance Update 20250619" History

Document created by Angela McCall (amccall@spokanecity.org)
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Document e-signed by Ryan Patterson (rpatterson@spokanecity.org)
Signature Date: 2025-06-23 - 4:30:13 PM GMT - Time Source: server

Agreement completed.
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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025
Clerk's File #	ORD C36721
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	CM PAUL 625-6254		
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320 ORDINANCE RELATING TO ALCOHOL SIGNAGE		

Agenda Wording

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date

Summary (Background)

This ordinance relates to alcohol advertising regulations, and exempts licensed retail outlets in the City of Spokane from provisions in the Washington Administrative Code that restrict the number and size of signs referring to alcoholic beverages, brand names, or manufacturers affixed to or hanging in the windows and on the outside of the premises.

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?

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?

Signage would still be governed by signage requirements in SMC 17C.240, to the extent applicable.

Council Subcommittee Review

Not applicable

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36721

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date.

WHEREAS, the Washington State Liquor Control Board (LCB) has established administrative regulations in Washington Administrative Code (WAC) 314-52 that regulate advertising by licensed retail outlets, which regulations are intended to promote public safety; and

WHEREAS, pursuant to WAC 314-52-070, the LCB limits each licensed retail licensed premises to a total of four outdoor advertising signs, totaling no more than 1,600 square inches, and which refer to alcoholic beverages, brand names, or manufacturers; and

WHEREAS, WAC 314-52-070 (2) specifically provides that a local jurisdiction has the option to exempt liquor licenses located within that local jurisdiction from the limitation on the number of signs regulated under WAC 314-52-070 or other applicable sections of the WAC;

NOW, THEREFORE, the City Council of the City of Spokane, Washington, does ordain as follows:

Section. 1. That there is added a new Chapter 10.63 to read as follows:

10.63 - Alcohol Advertising Signage Regulations

10.63.010 Retail Alcohol Advertising Signage

Premises located within the City of Spokane and licensed by the Washington State Liquor Control Board to sell alcohol are exempt from all provisions in Washington Administrative Code (WAC) 314-52-070 (2) restricting the number and size of signs referring to alcoholic beverages, brand names, or manufacturers that are affixed or hanging in the windows and on the outside of the premises. Premises so licensed remain subject to the sign regulations contained in Chapter 17C.240 of the Spokane Municipal Code to the extent applicable. All other provisions of WAC 314-52-070 shall remain in effect. As used herein, the term “premises” shall be as defined in WAC 314-01-005 and used in WAC 314-52-070.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/19/2025		
Clerk's File #	ORD C36723		
Cross Ref #			
Project #			
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 ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0320 ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE $5 MILLION		

Agenda Wording

Ordinance titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

This ordinance is titled "Public Dollars For Public Benefit," and relates to City public works projects, develops a model community workforce agreement and priority hiring policy to promote training and career opportunities for individuals in the construction trades; establishes priorities for the hiring of residents in economically distressed areas; and directs the Finance Department to execute a project labor agreement for public works projects estimated to cost $5 million or more.

What impacts would the proposal have on historically excluded communities?

Not yet analyzed, although the ordinance is expected to improve job opportunities among individuals in historically excluded communities on public works projects.

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 fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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?

Not yet analyzed

Council Subcommittee Review

Not applicable

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

Narrative

There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet

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	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	mboston@spokanecity.org
jnechanicky@spokanecity.org	

ORDINANCE NO. C36723

An ordinance titled “Public Dollars For Public Benefit,” relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane funds and contracts for construction projects to construct, repair and maintain municipal facilities and infrastructure; and

WHEREAS, the City of Spokane protects the City and public interest by ensuring all such projects under its purview are constructed and administered in accordance with plans, specifications, contract provisions, and provisions protecting the social and economic justice policies of the City; and

WHEREAS, the City of Spokane will continue major construction project bids and awards in future years; and

WHEREAS, Washington is facing a critical workforce gap in an economy where the state is poised to see growing demand for eligible employees trained in industry sectors, specifically construction and skilled trades; and

WHEREAS, the City of Spokane is a strong supporter of and has found construction job training programs, including apprentice and pre-apprenticeship programs, to be an effective way to prepare individuals for entry into construction jobs, and to ensure women, people of color, and otherwise vulnerable individuals, particularly those who are Spokane residents, can acquire the necessary job skills and be prepared to successfully pursue construction careers; and

WHEREAS the City of Spokane supports the aspirations and wellbeing of all of our families and creating increased opportunities for all of our children to work, play and stay in Spokane; and

WHEREAS, the City of Spokane commits to the participating in the training of the workforce of tomorrow, ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades, and creating and building a sustainable environment that improves the health of our families, our workforce, and our community; and

WHEREAS, the City of Spokane is committed to strengthening the promise of the “Helmets to Hardhats” strategy to provide increased employment opportunities for veterans; and

WHEREAS, the City Council seeks to increase and enhance the skilled construction labor force for City public works, utilizing a Project Labor Agreement (PLA) and strategies to recruit individuals who are underrepresented in the construction trades into training and job placements especially those individuals residing in economically distressed areas of Spokane; and

WHEREAS, Community Workforce Agreements and Project Labor Agreements are known to prevent waste, maximize public return, ensure equity while delivering measurable benefits to workers, communities, and taxpayers; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

Article XI – Priority Hire Program

Section 07.06.800 Title and Intent

Section 07.06.810 Definitions

Section 07.06.820 Community Workforce Agreement

Section 7.06.830 Priority Hire Program

Section 07.06.840 Project labor Agreement

Section 07.06.850 Program Evaluation

Section 07.06.860 Program Compliance

Section 07.06.870 Exceptions and Waivers

Section 07.06.880 Regulations

Section 07.06.800 Title and Intent

This Chapter 07.06.800 shall be known as the “Public Dollars For Public Benefit Act”. The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost $5 million or more.

Section 07.06.810 Definitions

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

A. “Apprentice” means a person who has signed a written apprenticeship agreement with and enrolled in an active registered apprenticeship program approved by the Washington state Apprenticeship and Training Council.

B. “Community workforce agreement” means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for priority hiring and preferred entry requirements.

C. “Contractor” means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers and both union and nonunion entities.

D. “Economically distressed area” means a geographic area within the City of Spokane, as defined zip code, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:

    a. have income at or below two hundred percent of the federal poverty level;

    b. are unemployed;

    c. or are at least twenty-five years old and without a college degree.

    The City may add zip codes that meet these criteria for construction projects that are part of the city’s wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.

E. “Good faith efforts” means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals.

F. “Helmets to Hardhats” means the nationwide program that is administered by the Center for Military Recruitment, Assessment and Veterans Employment, a nonprofit corporation that connects National Guard, Reserve, retired and transitioning active-duty military service members with skilled training and quality career opportunities in the construction industry.

G. “Journey level” means that an individual has successfully completed a State approved apprenticeship program and has the necessary skills and knowledge of

an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency. To be “journey level”, practical experience must be equal to or greater than the term of the apprenticeship.

H. “Labor hours” refers to the total number of hours worked by workers receiving an hourly wage who are directly employed by the contractor and all subcontractors on a county public works project.

I. “Model community workforce agreement” means a standardized project labor agreement that would be anticipated to apply to all construction projects required to utilize priority hire under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers, signed by the city and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable.

J. “Pre-apprentice graduate” means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.

K. “Pre-apprenticeship program” means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsor with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.

L. “Pre-construction meeting” means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project’s start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.

M. “Preferred entry” means a program provided as part of a project labor agreement or a community workforce agreement that allows pre-apprentice graduates and veterans entry into a registered apprenticeship program ahead of other applicants.

N. “Priority hire program” means the program created in this chapter to prioritize the recruitment and placement of priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five million dollars.

O. “Priority hire worker” means an individual prioritized for recruitment, training, and employment opportunities because the individual is:

1. a resident of an economically distressed area;
2. A graduate of a pre-apprenticeship preparation educational and hands-on training course (or equivalent); or
3. A person of color, woman, formerly justice-involved, tribal member, formerly unhoused, or veteran.

P. “Project labor agreement” means an executed agreement between the city or designee, on behalf of the city, and one or more labor unions that represent workers who typically perform on city public works projects, that provide standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements and settlement of disputes procedures.

Q. “Public works” or “public works project” refers to city construction projects, including parks and libraries, with an estimated cost to construct of five million dollars ($5,000,000) or more. Public works contracts shall not be fragmented to avoid the requirements of this chapter.

R. “Registered apprenticeship program” means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

Section 07.06.820 Model Community Workforce Agreement

A. The City of Spokane shall develop a model community workforce agreement and shall make a good faith effort to negotiate and execute the model community workforce agreement for each public works construction project requiring the utilization of priority hire under this chapter. The model community workforce agreement shall:

1. Include terms and conditions for the utilization of priority hire and preferred entry workers;
2. Require that a minimum twenty percent (20%) of all priority hire labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by a combination of preferred entry and priority hire candidates. Labor hours completed by priority hire and preferred entry apprentices pursuant to a community workforce agreement may also be counted towards fulfillment of

apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;

3. Include provisions for pre-construction meetings;
4. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
5. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire and preferred entry workers, and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;
6. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
7. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
8. Include provisions to ensure access to childcare and/or a plan to provide affordable childcare for workers;
9. Be structured so as to streamline paperwork and reporting requirements; and
10. Include a multi-employer retirement plan and full family medical plan for workers.

B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers and preferred entry workers as well as provisions related to a respectful workplace.

C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

Section 07.06.830 Priority Hire Program

To administer the Priority Hire program, the City of Spokane shall:

A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule;

B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs; and

C. Develop a prompt-payment program for subcontractors performing services for a contractor to lower the burden of participation in the priority hire program, based on an assessment of the effectiveness of existing payment programs. The prompt-payment program may include features such as revolving fund or other mechanism to provide cash flow relief for payments to the general contractor or sub-contractor.

Section 07.06.840 Project Labor Agreement

The City of Spokane shall negotiate and execute a Project Labor Agreement (PLA) that applies to all covered public works projects other than projects deemed an exception under this chapter, with the NE Washington/N Idaho Building & Construction Trades Council. The PLA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane. The PLA shall require that all Contractors agree to abide by the terms of the PLA to compete and serve on the covered public works project.

Section 07.06.850 Program Evaluation

A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.

B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.

C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

Section 07.06.860 Program Compliance

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

Section 07.06.870 Exceptions and Waivers

A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:

1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal'
2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

Section 07.06.880 Regulations

Chapter _____ of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures that are promulgated, modified, or enforced under this Chapter.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/13/2025		
Clerk's File #	ORD C36722		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RELATING TO IMPREST FUNDS AMENDING CHAPTER 07.03		

Agenda Wording

This ordinance repeals closed accounts.

Summary (Background)

City departments utilize fixed-amount imprest accounts for making routine cash payments.

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

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org
cbaird@spokanecity.org	jhall@spokanecity.org

ORDINANCE NO. C36722

An ordinance relating to Imprest Funds; amending Sections 07.03.020, 07.03.040; Repealing Sections 07.03.050, 07.03.060, 07.03.070, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.110, 07.03.112, 07.03.120, 07.03.121, 07.03.122, 07.03.123, 07.03.150, 07.03.151, 07.03.152, 07.03.153, 07.03.154, 07.03.155, 07.03.162, 07.03.170, 07.03.171, 07.03.190, 07.03.200, and 07.03.230 of the Spokane Municipal Code.

WHEREAS, certain City departments utilize fixed-amount imprest accounts for making routine cash payments; and

WHEREAS, the last review and update to this ordinance was ten years ago; and

WHEREAS, after review by Administration staff, this ordinance repeals closed accounts, places each fund into a table, and updates position titles.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

A. The amount of any imprest fund shall not exceed the amount fixed in the ((~~establishing ordinance.~~)) table below:

Department	Amount not to exceed
Accounting and Grants Department Imprest Fund	$1,000.00
City Attorney Imprest Fund	$1,000.00
Development Services Center Imprest Fund	$1,500.00
My Spokane Imprest Fund	$4,800.00
Parks and Recreation Imprest Fund	$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	$25,000.00
Risk Management Imprest Fund	$300,000.00
Solid Waste Collection Department Imprest Fund	$200.00
Solid Waste Disposal Department Imprest Fund	$9,000.00
Spokane Fire Department Imprest Fund	$700.00
Spokane Municipal Court Imprest Fund	$1,300.00
Spokane Municipal Court Imprest Fund – Parking Violations	$300.00
Spokane Police Department Imprest Fund – Administration	$1,500.00
Spokane Police Department Imprest Fund – Investigations	$60,000.00
Spokane Police Department Imprest Fund - Patrol Anti-Crime Team (PACT)	$10,000.00

Spokane Police Department Imprest Fund – Records	$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	$20,000.00
Spokane Public Library – Imprest Fund	$3,000.00
Spokane Public Library – Travel Expense Cash Advance Fund	$10,000.00
Street Department Imprest Fund	$500.00
Water and Hydroelectric Services Department Imprest Fund	$1,000.00

B. The ((~~mayor~~)) Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

Section 2. That Section 07.03.040 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.040 Rules and Regulations

A. The ((~~accounting and grants director~~)) Director of Accounting establishes in writing rules and regulations regarding disbursement, replenishment, accounting, and use of imprest funds.

B. The ((~~accounting and grants director~~)) Director of Accounting authorizes travel advances and adopts the rules and regulations for authorization, documentation, accounting, and recovery of unspent advances, in accordance with state statutes and regulations.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____

_____

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 07/14/2025 **Committee Agenda type:** Discussion **Council Meeting Date:** 07/21/2025		**Date Rec'd**	6/13/2025
		Clerk's File #	ORD C36726
		Cross Ref #	
		Project #	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE REPEALING DUPLICATE CODE SECTIONS OF SMC CHAPTER		

Agenda Wording

Repeal of duplicate SMC Sections 12.02.1004 and 12.02.1008.

Summary (Background)

Repeal of duplicate SMC Sections 12.02.1004 and 12.02.1008.

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

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO. C36726

An ordinance repealing duplicate code sections in Spokane Municipal Code Chapter 12.02; repealing Sections 12.02.1004 and 12.02.1008 of the Spokane Municipal Code.

WHEREAS, there are two duplicative code sections in SMC Chapter 12.02; and

WHEREAS, SMC 12.02.1004, related to "Injury to Tree on Public Property – Violation" is duplicated in SMC 12.02.970, adopted by the City Council in 2019; and

WHEREAS, SMC 12.02.1008 , related to "Unlawful Disposal of Litter on Public Property" is duplicative of RCW 70A.200.060, which was adopted by reference in SMC 10.58.020.

WHEREAS, this ordinance repeals the duplicative code sections SMC 12.02.1004 and SMC 12.02.1008.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.02.1004 of the Spokane Municipal Code is repealed.

Section 2. That Section 12.02.1008 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date