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 January 12, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of January 12, 2026:

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

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

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, January 9, 2026, and ending at 6:00 p.m. on Monday, January 12, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on January 12, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 12, 2026

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES THAT FACILITATE ECONOMIC OPPORTUNITY AND ENHANCE QUALITY OF LIFE.

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER SARAH DIXIT
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER KATE TELIS
COUNCIL MEMBER ZACK ZAPPONE

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found 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 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Climate Resilience and Sustainability Board: One Appointment – Santiago Rodriguez-Anderson	Confirm	CPR 2024-0030

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. Contract Amendment with McKinstry Co. LLC. (Spokane) for HVAC preventative maintenance at the Waste to Energy Facility from March 1, 2025, through February 28, 2026—additional $20,000 due to unanticipated repairs. Total contract amount: $110,000.00 (plus tax). (Council Sponsor: Council Member Klitzke) Chris Averyt	Approve	OPR 2023-0026 IPWQ 5678-22
2. Consultant Agreement with Bell & Associates, Inc. (Camas, WA) for a solid waste rate study from January 1, 2026, through December 31, 2028—$179,819 (plus tax). (Council Sponsor: Council Member Klitzke) Chris Averyt	Approve	OPR 2025-0870 IRFP 6458-25

3.	No-cost Contract Amendment with Cummins Sales & Service (Spokane) converting the contract to a Master Contract for general repair and maintenance of medium and heavy duty trucks and equipment effective May 1, 2025. (Council Sponsor: Council Member Klitzke) Rick Giddings	Approve	OPR 2024-0492
4.	Loan Contract between Drinking Water State Revolving Fund (DWSRF) and the City of Spokane for the 6 Year Capital Ray Street Well Update Project—$7,575,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Beryl Fredrickson	Approve	OPR 2025-0868 ENG 2018101
5.	Drinking Water State Revolving Fund (DWSRF) agreement for a low interest loan for the Six-Year Capital Latah Valley Transmission Main Project—$4,848,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Mark Papich	Approve	OPR 2025-0885 ENG 2025063
6.	Washington Traffic Safety Commission (WTSC) multi-jurisdictional High Visibility Enforcement (HVE) grant for Fiscal Year 25-26—$60,000. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Teresa Fuller	Approve	OPR 2025-0869
7.	Grant from the Department of Justice, COPS Office, for the FY25 COPS Hiring Program (CHP) to increase SPD's community policing capacity and crime prevention efforts—$1,000,000. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Matt Cowles	Approve	OPR 2025-0886
8.	Low Bid of Corridor Contractors (Spokane) for Sunset Highway (US2) Bicycle Facilities/Shared Use Path project—$1,746,222.50. An administrative reserve of $174,622.25, which is 10% of the contract amount, will be set aside. (West Hills Neighborhood) (Council Sponsor: Council Member Klitzke) Dan Buller	Approve	OPR 2025-0871 ENG 2024073
9.	Low Bid of Selland Construction, Inc., (Wenatchee, WA) US95/Meadowlane J-Turn project—$2,175,175 (plus tax). An administrative reserve of $217,517.50 (plus tax), which is 10% of the contract amount, will be set aside. (Latah/Hangman Valley Neighborhood). (Council Sponsor: Council Member Klitzke) Dan Buller	Approve	OPR 2025-0887 ENG 2023105

10. 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 approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2025-0002**
b. Payroll claims of previously approved obligations through _____, 2025: $_____.		**CPR 2025-0003**
11. Minutes:	**Approve All**	
a. City Council Meeting Minutes: _____, 2025.		**CPR 2025-0013**
b. City Council Standing Committee Meeting Minutes: _____, 2025.		

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0119 **Appointing of City Council members to boards, committees, and commissions for the year 2026. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Chris Wright

RES 2025-0120 **Joint Resolution with Spokane County authorizing the Spokane Airport Board to purchase property identified as Spokane County Assessor Parcel 24063.0107 (10614 W. 59th Avenue). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Rob Schultz

RES 2025-0121 **Authorizing City of Spokane Engineering Services Department staff to enter into contracts for WSDOT/FHWA funded projects, for on-call basis contracts with specialty consultants. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Dan Buller

RES 2025-0122 **Approving the appointment of Tom Williams as the Fire Chief of the Spokane Fire Department. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)**
Adam McDaniel

RES 2025-0123 **Recognizing the importance of cultural celebrations, including Dr. Martin Luther King Jr. Day and Juneteenth, as key moments in American history. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Lisa Gardner and Alex Gibilisco

Council Member Cathcart requests motion to consider the following amendment:

Cathcart Proposed Amendment:

- **Request motion to amend Resolution 2025-0123 with an updated revised version filed December 23, 2025, and included in agenda packet under Resolution 2025-0123.**

RES 2025-0124 **Establishing the 2026 Transportation Commission Work Plan. (Council Sponsors: Council Members Klitzke and Zappone)**
Jon Snyder

RES 2025-0125 **Establishing the 2026 Climate Resilience and Sustainability Board Work Plan. (Council Sponsors: Council Members Klitzke and Zappone)**
Jon Snyder

ORD C36795 **Relating to the Executive and Administrative Organization; repealing Chapters 03.01A, 06.06; adopting new Chapters 03.01B and 05A.20; amending Section 05A.06.010 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone)**
Adam McDaniel

(First Reading deferred from November 24, 2025, Agenda, to December 15, 2025, Agenda, during November 24, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to January 12, 2026) (As amended during December 15, 2025, 3:30 p.m. Agenda Review Session)

ORD C36808 **Of the City of Spokane relating to residential evictions entitled, "Pathways to Eviction Diversion for Spokane", and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)**
Paul Dillon

(Deferred from December 8, 2025, Agenda, to January 12, 2026, Agenda, during December 8, 2025, 3:30 p.m. Agenda Review Session.)

FIRST READING ORDINANCES

ORD C36806	**(To be considered under Hearings Item H1.)**
ORD C36819	**Restoring updates to the fire code inadvertently removed through the adoption of Ordinance C36702; amending Section 08.02.034 of the Spokane Municipal Code. (Council Sponsors: Council Member Zappone and Council Member Klitzke)** **Adam McDaniel and Lance Dahl**
ORD C36820	**Prohibiting the sale and distribution of kratom products in the City of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)** **Adam McDaniel**
ORD C36821	**Relating to the Community, Housing, and Human Services (CHHS) Board; amending Chapter 04.34A of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)** **Adam McDaniel and Arielle Anderson**
ORD C36822	**Related to the Bicycle Advisory Board; amending Sections 04.16.010, 04.16.020, 04.016.030, 04.016.040, 04.016.050, 04.016.070, 04.016.080, and 04.016.090 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke and Zappone)** **Adam McDaniel, Jon Snyder, and Tyler Kimbrel**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

H1.	**a. Hearing on vacation of 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way, as requested by owners having an interest in real estate abutting the right-of-way.**	**Hold Hrg/ Close Hrg/ Approve Subject to Conditions**	
	b. First Reading Ordinance C36806 vacating 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way. **(Council Sponsors: Council President Wilkerson and Council Member Dillon)** **Eldon Brown**	**Further Action Deferred**	**ORD C36806**

OPEN FORUM

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

ADJOURNMENT

The January 12, 2026, Regular Legislative Session of the City Council will be held and is adjourned to January 26, 2026.

Note: There is no meeting scheduled for Monday, January 19, 2026, as this day is the designated Dr. Martin Luther King, Jr. Day Holiday.

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

NOTES

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 01/12/2026

Date Rec'd	12/12/2025
Clerk's File #	CPR 2024-0030
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact Name/Phone	ADAM 6779		
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF SANTIAGO RODRIGUEZ-ANDERSON TO THE CLIMATE		

Agenda Wording

Mayor Brown has appointed Santiago Rodriguez-Anderson to the Climate Resilience and Sustainability Board for a term of January 12, 2026 - December 31, 2027.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is 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 consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

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			
Legal			
For the Mayor	SCOTT, ALEXANDER		

Distribution List

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/10/2025		
Clerk's File #	OPR 2023-0026		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	IPWQ 5678-22
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 28125
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT AMENDMENT FOR ANNUAL HVAC SERVICES		

Agenda Wording

Contract amendment with McKinstry Co. LLC. (Spokane, WA) for HVAC preventative maintenance at the Waste to Energy Facility from 3/1/25-2/28/26. Due to unanticipated repairs, an additional $20,000.00 is requested for a total contract amount of $110,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment. McKinstry was the low-cost bidder of IPWQ 5678-22 and awarded a one year contract with the possibility of four (4)additional one-year renewals. The contract is currently on the second renewal. Unanticipated HVAC repairs in 2025 depleted all of the funds on the contract. An additional $20,000.00 is requested for any additional repairs/maintenance that may be required prior to the contracts next renewal on 3/1/26.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 20,000.00
Current Year Cost	$ 90,000.00
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance service expense that was unanticipated. Funds from other projects that have not been completed in 2025 will be utilized to cover this additional expense.

Amount		Budget Account
Expense	$ 20,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Paul SteinHeiser, paulst@mckinstry.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	rrinderle@spokanecity.org

City Clerk's No. OPR 2023-0026

City of Spokane

CONTRACT AMENDMENT

Title: **PREVENTATIVE MAINTENANCE AGREEMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("**City**"), a Washington municipal corporation, and **McKinstry Co., LLC**, whose address is 601 East Riverside Avenue, Suite 510, 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 Annual HVAC Services – Scheduled and Unscheduled Preventative Maintenance located at the Waste to Energy Facility; and*

WHEREAS, additional funds are required due to unanticipated repairs, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated January 18, 2023, and January 19, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on March 1, 2025.

3. ADDITIONAL WORK.
The Scope of Work in the original Contract is revised to include the following:

Additional funds are required due to unanticipated repairs.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **TWENTY THOUSAND AND NO/100 DOLLARS** (**$20,000.00**) plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MCKINSTRY CO., LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

N/A

U2025-119

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: MCKINSTRY CO., LLC

Business name: MCKINSTRY CO., LLC

Entity type: Limited Liability Company

UBI #: 602-569-922

Business ID: 001

Location ID: 0002

Location: Active

Location address: 9470 W 21ST AVE
SPOKANE WA 99224-1229

Mailing address: PO BOX 24567
SEATTLE WA 98124-0567

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident	2929			Active	Jan-31-2026	Jan-03-2019
East Wenatchee General Business - Non-Resident				Active	Jan-31-2026	Jun-08-2017
Moses Lake General Business - Non-Resident	BUS1998-00872			Active	Jan-31-2026	Jan-23-1998
Spokane General Business	T11103486BUS			Active	Jan-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALLEN, DEAN	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

Registered Trade Names

Registered trade names	Status	First issued
MCKINSTRY	Active	Jan-09-2006
MCKINSTRY CO.	Active	Jan-09-2006
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 11/25/2025 12:22:12 PM

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MCKICO.-01 MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2025

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 Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
INSURED McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company — 25658 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Spokane is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brandon Bowcon

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

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

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:
a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

The following is added to Paragraph **4.a.**, **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	**$** 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	**$** 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	**$** 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	**$** 4,000,000

Designated Projects:

Each "project" away from premises owned by or rented to you
Designated Locations: Each premises owned by or rented to you

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.

2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

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

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage **B**. Instead, the General Aggregate Limit described in

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Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/5/2025		
Clerk's File #	OPR 2025-0870		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE COLLECTION	**Bid #**	IRFP 6458-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	2026 BUDGET
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT FOR SOLID WASTE RATE STUDY		

Agenda Wording

A three-year contract with Bell & Associates, Inc. (Camas, WA), with an option to renew for two (2) additional three-year periods, for consulting services related to a rate study for solid waste services.

Summary (Background)

A rate study is needed to assist the city with determining the true cost of providing solid waste services. The desired outcome is a fair and adequate rate structure, for each line of business, which covers the costs of those services while maintaining sufficient reserves. This study will also assist with long-term future planning as state legislative changes will impact future costs for both solid waste departments. Bell & Associates, Inc. was selected as the lowest cost responsive bidder and has ample experience in solid waste rate setting studies.

What impacts would the proposal have on historically excluded communities?

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

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

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

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

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

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

This contract is consistent with the City's requirement for helping align city policies regarding rates and ensure we are covering the costs of providing solid waste services.

Council Subcommittee Review

N/A - No subcommittee review.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 179,819
Current Year Cost	$ 96,010 (2026)
Subsequent Year(s) Cost	$ 40,863 (2027) / $42,946 (2028)

Narrative

This contract will be split 50/50 between the Solid Waste Collection and Disposal departments. Funding will be taken out of both department's operating budgets.

Amount		Budget Account
Expense	$ 48,005.00 (plus applicable tax)	# 4500-30210-37141-54101-99999
Expense	$ 48,005.00 (plus applicable tax)	# 4490-30210-37141-54101-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Program Revenue

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

Yes, this funding source is sustainable through revenue obtained by providing solid waste collection and disposal services.

Expense Occurrence One-Time

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Christopher Bell (chris@bellassociatesinc.com)	caveryt@spokanecity.org
tbradburn@spokanecity.org	rhughes@spokanecity.org
rschoonover@spokanecity.org	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tlester@spokanecity.org
Tax & Licenses	

City of Spokane

CONSULTANT AGREEMENT

Title: SOLID WASTE RATE STUDY
IRFP NO. 6458-25

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BELL & ASSOCIATES INC.**, whose address is 1628 NW 33rd Way, Camas, Washington 98607, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Consultation services for a Solid Waste Rate Study for the City of Spokane; and

WHEREAS, the Consultant was selected from IRFP 6458-25 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on January 1, 2026, and ends on December 31, 2028, unless amended by written agreement or terminated earlier under the provisions. Agreement is renewable upon mutual agreement for two (2) additional three (3) year terms at mutual agreement.

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 Bid Response Summary and Proposal to Informal Request for Proposal #6458-25 dated November 3, 2025, 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, this 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 SEVENTY-NINE THOUSAND EIGHT HUNDRED NINETEEN AND NO/100 DOLLARS ($179,819.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. 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 Solid Waste Collection Management Department, 915 North Nelson Street, Spokane, Washington 99202 or via email RSchoonover@spokanecity.org. **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. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
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 are not 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.

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 www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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 indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including 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.

The contractor attests they qualify as an excluded employment per RCW 51.12.020 in compliance with RCW 51, which has been verified by the City of Spokane Risk Officer. In accordance with this clause of this contract, the Contractor will notify the City of any changes of this status.

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) upon request by the City. 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.

BELL & 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 to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to Informal Request for Proposal dated November 3, 2025

25-256b

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 6458-25
Bid Title	Solid Waste rate Study
Due Date	Monday, November 3, 2025 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Bell & Associates, Inc.
Submitted By	chris@bellassociatesinc.com chris@bellassociatesinc.com - Monday, November 3, 2025 7:59:09 AM [(UTC-08:00) Pacific Time (US & Canada)] chris@bellassociatesinc.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):	yes
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions document in the document(s) section. If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 3 "Proposal Content" instructions.	AGREED AND ACKNOWLEDGED

	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Chris Bell 360-210-4344 Chris@Bellassociatesinc.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.	Chris Bell 360-210-4344 Chris@Bellassociatesinc.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Bell & Associates proposal to Spokane SW Rate Study IRFP No. 6458-25.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.	
	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.	

City of Spokane Solid Waste Department

IRFP No 6458-25

November 3, 2025

Bell & Associates, Inc.

Solid Waste & Recycling Consultants

"We Know The Box"

Bell & Associates, Inc.
Solid Waste & Recycling Consultants
"We Know The Box"

November 3, 2025

Tanya Lester
City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, WA 99202

Subject: Proposal Submittal – IRFP No. 6458-25 – Solid Waste Rate Study

Dear Ms. Lester:

Bell & Associates, Inc. is pleased to submit this proposal to assist the City of Spokane's Solid Waste Department (Department) with rate consulting services. In collaboration with JMS-Analytics (JMS), our project team is a balanced blend of regional and national expertise, combining private and public waste industry backgrounds. Selecting our project team provides the City with the following benefits:

Experienced Solid Waste Professionals – Our project team has over 50 years of combined experience in the solid waste industry, including accounting and operations for publicly traded companies, auditing for national and regional CPA firms, information systems management and integration for a regional government agency, and consulting. As industry controllers, we understand the intricacies of operations from the variable cost of labor to the fixed cost of trucks and equipment, and their impact on the collection and disposal rates.

Professional Qualifications – In addition to our extensive experience, our project team members hold professional certifications. Chris Bell and Lindsay Waldram are Certified Public Accountants. Joel Sherman has a Master's Degree in Public Administration with an emphasis on economics and quantitative methods. Our qualifications provide the City with assurance that our analysis will be conducted in accordance with industry standards and at the highest level of professional excellence.

Responsive to City Requirements - Our study will not be limited to a final report, as we are proposing to develop an integrated solution that provides Department leaders with a system for regularly compiling financial and operational data to support daily decision-making. Our team's approach directly addresses the City's requested scope:

- Financial and Operational Tracking System: Establish a reliable and timely method to consolidate costs and operational data to provide departmental leaders with the ability to implement a long-range financial plan centered on calculating the cost of service delivery by line of business.
- Annual Rate Modeling: Cost and operational inputs will calculate rates in real time and annually. Rate scenarios will be generated for Department review, City Council consideration, and adaptation.
- Operational Efficiency and Evaluation: Collect and analyze department metrics to develop Key Performance Indicators (KPI) that will assist department leaders with data to manage collection operations and reduce costs.
- Future Regulatory Planning and Cost Calculation: Assess current and emerging state and local mandates to assist department leaders with long-term solutions.

The Bell Project Team is comprised of highly experienced professionals, independent of the City of Spokane and its partner agencies, who are dedicated to delivering the City's need for a modernized, compliant, and financially responsive cost-rate reporting system.

We appreciate the City's consideration and the opportunity to propose on this engagement. Chris Bell, Principal with Bell & Associates, Inc., is authorized to bind the firm to a contract with the City of Spokane and to sign this proposal. Please contact me at (360) 210-4344 or Chris@Bellassociatesinc.com with any questions regarding this submission.

Sincerely,

Christopher J. Bell, CPA

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1.0 TECHNICAL PROPOSAL

Project Understanding

The City's Solid Waste Department is a vertically integrated collection and disposal enterprise system. The Department has been operating at a financial deficit for the last two years and faces regulatory headwinds as Washington state mandates will increase service costs in the coming years. Uncontrollable costs such as insurance and asset replacement are also putting significant pressure on rates. Raising collection rates commensurate with the increased expenses is not a long-term solution; therefore, the Department requires a financial strategy to maintain service delivery and prudently manage operational costs.

The Solid Waste Director and his management team need reliable information to implement and execute the department's financial plan. When critical financial and operational data is trapped in disconnected systems, access to information for timely decision-making is extremely difficult. This project establishes a data foundation that solves this problem.

We propose a phased approach that begins with developing the essential data infrastructure: a centralized database that consolidates key data from your financial and operational systems, with automated validation and quality controls. This foundation will then enable more efficient analysis in the next phase, where we'll perform the cost-of-service study and rate analysis.

The data infrastructure we build will also establish a solid foundation for future dashboard development, giving management and analysts access to insights throughout the year as new data is added to the system. This approach allows the Department to realize immediate value from centralized, validated data while building toward a comprehensive analytics platform over time as budget allows.

The platform would provide financial reporting by function (collection, disposal, etc.), rate reporting, manager dashboards, and customizable reporting exportable into multiple formats (Excel, Word, PowerPoint, PDF).

Work Plan

The proposed plan is segregated into two phases. Phase 1 focuses on building the data infrastructure and tools needed for immediate data consolidation and analysis. The second phase is the development and use of a cost-rate model to calculate the cost of collection and disposal services and to generate collection rates.

Phase 1: Data Infrastructure Foundation

Phase 1 delivers data infrastructure that consolidates key data from City and Department systems into a centralized, validated database. We'll provide a functional data warehouse with upload capabilities, data validation, and basic export tools. Advanced dashboards, sophisticated UI/UX, and visualization tools can be added in a future phase if and when budget allows.

Task 1: Data Request / Stakeholder Discovery and Review

Upon receipt of the notice to proceed, we will provide a detailed list of information necessary to initiate the project. The data request will itemize our needs for understanding service delivery and the data generated from the various systems used to manage Department operations.

Activities

- Develop a comprehensive data request covering the necessary source data
- Identify key contacts for each data source
- Schedule stakeholder meetings for Task 2 (below)

Task 2: Kick-Off Meeting / Review of Department / Inventory of Systems and Data

The kick-off meeting will serve as a forum to discuss preliminary findings from our research, document current workflows, continue data collection, and identify project issues, goals, roles, and responsibilities.

We will conduct field observations and tour the City facilities. Interviews will be conducted with the department staff to provide additional background information.

The Project Team will conduct field research to document operational factors, including, but not limited to, the following: staffing, equipment types and conditions, facility operations, material handling and transportation, recycling programs, and management and administration. The objective of the on-site fieldwork is to ensure that the collected financial and operational data are pertinent and complete.

Activities:

- Facility tours and staff interviews
- Analyze data from all source systems
- Document current data collection and analysis processes
- Map data dependencies and relationships across sources
- Identify data quality issues and validation requirements

Task 3: Data Infrastructure Implementation

The Project Team will build the core data infrastructure that consolidates all source data into a centralized database.

Activities:

- Designing and implementing a PostgreSQL database and data models for all source data systems
- Building a front-end web application with a file upload interface and validation engine that enables City staff to upload data at regular intervals.
- Implementing user authentication and role-based access control to the application, as well as a simple administrative interface that allows for user management and viewing import history
- Deploy the database and application to managed cloud services

Deliverables:

- Working database with a complete schema for all source systems
- Functional web application with a:
    - Data upload interface
    - Data validation system
    - User authentication system
- Deployed cloud infrastructure
- Database schema documentation
- Complete data dictionary
- Import process documentation
- Administrator guide

Task 4: Data Export Capabilities

The Project Team will build a data export system in the web application (Task 3) that will enable exporting clean, analysis-ready datasets in Excel or CSV format. The interface will allow for selecting specific data elements, date range filtering, category/dimensional filtering, and format selection.

Deliverables:

- Data export interface
- Export user guide with examples

Phase 2: Cost-Rate Modeling and Cost of Service Study

Task 5: Complete the Cost-Rate Model

Utilizing data inputs from the system developed in Phase 1, the interactive cost-rate model will be designed to input financial and operational assumptions as needed to calculate costs by line of business (disposal, cart collection, container collection, and roll off service) by cost component (disposal/processing labor, collection, cart/container cost, facility, administrative, taxes/fees). The following table shows the expenses that comprise the residential rate and the cost per customer per month.

Example of Residential Collection Expenses and the Monthly Cost Component

Expense	Garbage	Recycling	Organic	Total
Disposal/Processing	$674,625	$82,309	$484,350	$1,241,284
Labor	$265,898	$219,061	$203,593	$688,552
Truck/Collection	$234,082	$165,027	$136,435	$535,544
Carts	$34,957	$18,269	$110,190	$163,416
Facility	$44,328	$23,539	$13,207	$81,074
Admin	$363,332			$363,332
Fees/Taxes	$159,626			$159,626
Totals	**$1,776,848**	**$508,205**	**$947,775**	**$3,232,828**
Cost Component	**Garbage**	**Recycling**	**Organic**	**Total**
Disposal/Processing	$9.49	$1.16	$6.81	$17.46
Labor	$3.74	$3.08	$2.86	$9.69
Truck/Collection	$3.29	$2.32	$1.92	$7.53
Carts	$0.49	$0.26	$1.55	$2.30
Facility	$0.62	$0.33	$0.19	$1.14
Admin	$5.11			$5.11
Fees/Taxes	$2.25			$2.25
Totals	**$24.99**	**$7.15**	**$13.33**	**$45.48**

Because the cost-rate model will be set up to segregate by the line of business and the cost components, future changes to incoming waste tons, capital needs, budgets, diversion programs, state mandates, or other operational variables can be tested and calculated to determine rate sensitivity. Operational fund balances and landfill closure balances will be reviewed to ensure they are accurate in accordance with City and State requirements.

The completed model will be submitted to Department staff for review and input. It is assumed that a series of virtual meetings will be held with the Project Team and City staff to review the model's mechanics, logic, and output, discuss findings, and solicit direction from staff to refine the final model.

The completed cost-rate model will generate cost-of-service rates and can calculate and test other rate structures.

Task 6: Complete the Annual Cost of Service Study

Task 6.1 - Revenue Requirement

Budgeted and actual expenses (YTD) for Department operations and interfund transfers will be estimated for the upcoming years using known and measurable costs and agreed-upon assumptions. Expenses will be segregated by line of business (e.g., residential or commercial) and then by service (garbage, recycling, organics) using the operational data system developed in Phase 1.

Other financial obligations, such as fund balances or asset reserves, will be allocated to each line of business based on input from the Department heads and City financial policies. Variances from actual to budget will be analyzed and adjusted as necessary. The result will be the total revenue requirement for each service.

The revenue requirement for each line of business will be compared to the current revenues generated from the service rates. A memo of preliminary findings will be submitted to Department managers for review, followed by a virtual meeting to solicit staff input and direction.

Task 6.2 - Cost of Service

Estimated upcoming year expenses from Task 6.1 will be coupled with operational data to generate the costs for disposal and each collection service provided by the Department. The cost of service rates for each line of business will be compared to the current rates to determine the adequacy or inadequacy of the existing rate schedules.

A memo of preliminary findings will be submitted to Department managers for review, followed by a virtual meeting to solicit staff input and direction.

Task 6.3 – Preliminary Rate Design Recommendations

Based on the findings of Tasks 6.1 and 6.2, a virtual meeting(s) and subsequent memo will be prepared for review, input, and direction from Department leaders and other interested city personnel that details the findings and recommendations of the Project Team.

Task 6.4 – Revenue Projection

A predictive test of revenue for each rate scenario requested by Department staff will be completed to calculate the expected revenue generated for each rate structure to determine the adequacy of the rates. Estimated revenues will be compared to the current rates to provide staff / city leaders the ability to make an informed decision regarding any future rate changes.

Task 6.5 – Project Report

The Project Team will develop a comprehensive report of findings, costs, and rates for each alternative, conclusions, and recommendations based on work completed in the first four tasks. The initial draft report will be prepared for Department staff review and input, with the second draft submitted to City officials and interested stakeholders.

If changes to the project findings, costs/rates, or other areas of the report are necessary or requested, the report will be updated, and a final comprehensive report will be submitted that summarizes the findings, conclusions, and recommendations. If requested, members of the Project Team will present the final draft at a public meeting.

Task 5 Deliverables include:

1. The Project Team will prepare three task memos (6.1, 6.2, and 6.3) and a comprehensive report for the Department that summarizes cost of service findings, rate recommendations, financial projections, and model outputs.
2. Updated Cost-Rate Model / Model Training

Project Management

Effective project management will be essential for successful project completion. The Team Project Manager will maintain regular contact with the Department's Project Manager and project participants to monitor project progress and identify potential issues or delays. Virtual meetings with Department staff will be scheduled every two weeks during the project. Additionally, we will have other project meetings as needed to address topics and issues during this project.

Bell & Associates will (1) provide general administration of the contract, (2) track budget performance and task scheduling, (3) coordinate with key task managers and prepare monthly progress reports, (4) document any scope changes, (5) provide monthly invoices, and (6) coordinate all efforts related to the project within the bounds of the scope as directed by the Department Project Manager.

Schedules for projects with government agencies are usually dynamic due to the input from elected officials and the public input process. Our approach to these projects is to secure direction and buy-in from decision-makers early in the process, which helps maintain the project budget and schedule. Staying within the budget is completed through a comprehensive scope of work based on the client's needs.

2.0 MANAGEMENT PROPOSAL / PROJECT TEAM

Bell & Associates, Inc. is a consulting firm specializing in the financial and operational analysis of integrated solid waste management. Founded in 2003 by a licensed Certified Public Accountant, our primary purpose is to serve the waste/recycling needs of state and local governmental agencies, municipalities, and tribal communities. Located in Camas, Washington, our client base of public and private companies extends from Washington to New York and from Alaska to Florida. Bell & Associates has completed over 550 waste and recycling projects since its inception, with a primary focus on the economics of the waste and recycling industry. Areas of expertise include waste industry systems and operational analysis, rate review and rate setting, compliance services, alternative fuels, financial auditing, long-term planning, program analysis, project implementation, franchise procurement, training, and outreach.

Project Team Personnel

Chris Bell, CPA, Project Manager, has over 30 years of experience in accounting and cost management, with the past 26 years dedicated to consulting within the waste and recycling industry. Mr. Bell has completed over 500 solid waste management projects, focusing on the financial analysis and operational evaluation of waste and recycling collection systems. He has assisted numerous public and private entities in establishing collection rates, planning, program implementation, accounting/reporting, financial and performance audits, procurement, and facility and systems analysis. He is a licensed Certified Public Accountant in Oregon (license #10,451).

Mr. Bell's expertise encompasses all aspects of waste management operations, including financial accounting, collection operations in regulated and open markets, transfer stations, Material Recovery Facilities (MRFs), landfills, transfer trucking, contract compliance, and procurement. He has a strong track record in cost accounting and reporting, leading significant operational improvements and developing business strategies for public and private organizations as an industry expert.

Before consulting, Mr. Bell served as Assistant Divisional Controller for Waste Management of Oregon. His responsibilities as controller included overseeing the monthly financial close, annual budgeting, balance sheet reconciliation, corporate reporting, operational performance analysis, audit preparation, and municipal/franchise reporting for three separate collection companies and two transfer stations. Additionally, Mr. Bell managed fixed assets and accounts payable for all six collection companies in Oregon and Southwest Washington.

Lindsay Waldram, CPA, Senior Associate for this engagement, has consulting experience that includes serving as an interim controller for multiple solid waste companies, overseeing financial operations, and ensuring accurate reporting. She has conducted thorough reviews of detailed cost reports submitted by haulers, identifying discrepancies and analyzing results to determine reasonableness. Additionally, she has contributed to a comprehensive wasteshed study, analyzing waste management patterns and regional systems. Her work also involved conducting in-depth research on regional solid waste systems.

Prior to consulting, Ms. Waldram served as Regional District Controller for Waste Connections of Washington. Her responsibilities as controller included the monthly financial close, annual budgeting, balance sheet reconciliation, regional financial reporting, and operational performance analysis. Before working as the Regional Controller, Ms. Waldram was the West Coast Senior Pricing Analyst. Her responsibilities included Washington UTC submissions, municipal / franchise reporting, and completing cost of service studies for company operations, including collection, transfer, disposal, and material recovery for Waste Connections companies from Alaska, Washington, Oregon, and California. Ms. Waldram is an Oregon Certified Public Accountant (Oregon license #14,857).

Joel Sherman is the founder of JMS Analytics LLC, a data analytics consulting firm specializing in making data useful for municipal and organizational decision-making. With 20 years of experience building data management and analytics solutions for local and regional government agencies, he has developed expertise in transforming complex, fragmented data landscapes into actionable intelligence systems.

Through JMS Analytics, Mr. Sherman helps organizations move beyond data chaos to achieve real operational clarity. His work focuses on practical data integration, financial analytics, and building systems that enhance existing workflows rather than replace them. His approach emphasizes getting clean data to decision-makers quickly, enabling them to spend time on strategic analysis rather than data wrangling.

Mr. Sherman's philosophy of "Data Useful, Now" reflects his belief that analytics systems should accelerate decision-making, not complicate it. He specializes in building integration-first architectures that provide real-time visibility while preserving the flexibility for users to work in their preferred tools and formats.

All project team personnel will be available throughout this project.

Resumes are included in the appendix of this proposal.

Solid Waste and Recycling Rate Setting Projects

The following projects relate to Bell & Associates' ability to complete the project for the City of Spokane. Any of the names listed for these projects can be contacted for a reference.

City of Albuquerque Annual Cost of Service Study and Rate Setting (2009 to 2025)

POC: Lawrence Maldonado, Deputy Director

Ph. 505-761-8122 email: Lemaldonado@cabq.gov

Bell & Associates has assisted the City of Albuquerque's Solid Waste Management Department with calculating the cost of service rates for the City's 180,000 residential and 11,000 commercial customers, transfer facilities, Clean City programs, and the Cerro Colorado Landfill since 2009. The process coincides with the annual budget review and enables the Solid Waste Department to present program changes and rate adjustments for the upcoming fiscal year to the City Council. Over the last 17 years, Mr. Bell has completed financial reviews and cost modeling of the current system and projected future costs for collection, disposal rates, and service fees for the diverse services provided by the City.

City of Los Angeles Commercial Franchise Procurement/Implementation (2014 and 2025)

POC: Dan Meyers, Commercial Franchise Division Manager

Ph. 213-473-3231 email: Daniel.meyers@lacity.org

The City of Los Angeles phased out the competitive open market for commercial garbage collection and implemented exclusive franchise territories. Bell & Associates was one of the subcontractors assisting the city during this multi-year project. Los Angeles has the largest franchised system in the nation, covering over 500 square miles and servicing over 70,000 commercial customers. As part of the Project Team, Mr. Bell developed the cost-of-service rate approach used by Los Angeles and assisted with the rate model development. One aspect of this project is to set collection rates that incentivize haulers to provide recycling services by establishing rates that do not require cross-subsidies from waste collection. Another unique approach developed is the forfeiture of fees for services invoiced but not provided by the franchised haulers. Mr. Bell assisted the City with the economic and operational evaluation of the submitted proposals, the analysis of proposed program costs, and the establishment of a standardized collection rate schedule across the 11 franchised collection territories.

Mr. Bell is currently working as a subcontractor to assist Los Angeles with the 2025 commercial services procurement. His tasks include collection cost forecasting, rate modeling and design, rate impacts of organic program implementation (SB 1383), revenue analysis for each of the 11 collection franchised areas, and the evaluation of the submitted service proposals.

Clackamas County, Oregon – Collection Rate Review and Rate Setting (2001 to 2025)

POC: Rick Winterhalter, Sustainability & Solid Waste Manager

Ph. 503-742-4466 email: RickW@clackamas.us

Waste and recycling collection in Oregon is accomplished through exclusive territories franchised to private collection companies. The companies are a mixture of public companies and locally owned haulers. Franchisees complete and submit a detailed cost report to the jurisdiction that regulates the franchise—either a city or a county. The cost report is a combination of an annual income statement and operational data (customers, collected tons, collection hours, etc.) used by regulators to set collection rates, assess performance, and establish new collection programs. Oregon is one of the few states in the US that requires this level of information from waste and recycling collection service providers, but it also gives regulators the information necessary to efficiently manage collection and diversion activities through rates and policies.

Clackamas County is one of 14 Oregon jurisdictions that Bell & Associates annually assists with the financial and operational analysis as part of the annual rate review. This process is a critical review of the previous year's financial results of operations, combined with the reported operational results. Audit procedures and testing of revenues and expenses are completed to determine the cost of providing the services. Adjustments are made to the submitted reports to ensure the costs are accurate and the rates reflect the cost of collection services. Seven franchised companies (including three public companies) serve Clackamas County's 58,000 residential and 4,000 commercial customers. Clackamas County covers 1,879 square miles and is segregated into four rate regions: the heavily populated urban region, a sprawling rural region just outside the Portland Metro Urban Growth Boundary, a distant rural region adjacent to the Mount Hood National Forest, and a mountain region on Mount Hood. Operating results for each region are analyzed, adjusted, aggregated, and then projected for the current year. Rates are set based on the results of the annual rate review.

Clark County, Washington, Transfer System Study (2019-2023) and Recycling Processing Cost of Service Analysis (2019 to 2025)

POC: Mike Davis, Program Manager

Ph. 564-397-7343 email: Mike.Davis@clark.wa.gov

Bell & Associates assisted Clark County with calculating the cost of service for the County's three transfer stations and regional material recovery facility as part of a long-term system study. The transfer system is operated by Columbia Resource Company (Waste Connections) under the county's regulatory oversight. The accounting for three transfer stations and one MRF was consolidated into a single profit center, significantly increasing the project's complexity.

The financial plan estimated the transfer system and facility costs over 20 years. The work determined that approximately $50 million in rate fees could be used for future infrastructure expenses and was critical during contract negotiations with Waste Connections.

Bell & Associates has assisted the City of Vancouver and Clark County in calculating the commingled recycling processing fee charged by the Vancouver MRF owned and operated by Waste Connections. The annual review requires analyzing the detailed costs and operational results of the previous year to establish the rates to be charged to residential and commercial customers in the upcoming year.

City of Olympia, Cost of Service Study and Rate Setting (2021 to 2025)

POC: Ron Jones, Interim Waste ReSources Director

Ph. 360-753-8509 email: Rjones@ci.olympia.wa.us

Bell & Associates has completed cost of service studies for Olympia in conjunction with the City's solid waste management plan in 2021, and has recently calculated the cost of implementing a city-wide organic collection program. Waste and recycling services are provided to the City's 15,000 cart and 850 commercial container customers. The recent study recommended a city-wide re-route of residential collection to reduce the number of sideload collection trucks needed to implement the state's mandated residential organic collection program.

Solid Waste Cost of Service Study with Long-Term Planning

Marion County, Oregon, Annual SW Collection Rate Review (2019 to 2025)

POC: Brian May, Environmental Services Division Manager

Ph. 503-365-3147 email: Bmay@co.marion.or.us

Marion County regulates eight companies that provide waste and recycling to the unincorporated areas of the county. The process requires franchised companies to submit annual detailed cost reports, which are reviewed, adjusted, and compiled by collection areas—urban or rural. Waste was disposed of at the Waste-to-Energy facility until January 2025; however, changes to Oregon laws made incineration too expensive, requiring Covanta to cancel its contract with Marion County.

The shutdown of the Covanta facility requires the County to undergo a transfer facility planning process to determine the best long-term disposal option(s). Mr. Bell is currently a subcontractor on this planning project.

Humboldt County, California, Regional Cost and Operational Assessment (2023 to 2025)

POC: Robin Praszker, City of Eureka Environmental Project Manager

Ph. 707-441-4206 email: Rpraszker@eurekaca.gov

Bell & Associates assisted the Cities of Eureka, Arcata, Fortuna, and Humboldt County in calculating the cost of service for waste and recycling collection before the county-wide implementation of SB 1383 programs. Financial and operational data were collected from the franchised hauler, and reports were provided to the cities and Humboldt County detailing the cost of current services.

Service fees charged within the jurisdictions by the franchised hauler are adjusted by a combination of CPI and disposal increases. With the implementation of the state organic law, SB 1383, jurisdictions were required to update their franchise agreements to provide a cost-of-service method for reporting the results of collection operations and to update collection rates. Mr. Bell provided the process for reporting the financial results of operations within each franchise annually. Rather than layering the additional costs associated with SB 1383, jurisdictions can establish baseline program performance measures and costs to integrate the new program changes and be accountable to their constituencies.

The following table summarizes additional financial, operational, and planning waste and recycling projects completed by Bell & Associates.

Jurisdiction and State	Project(s) / Date
King County, Washington 1	Waste by Rail Cost Analysis / Disposal Study 2024 and 2018
Private Client, Washington	HB 1799 Compost Feasibility Study 2024
Private Client, Seattle, Washington	Regional Recycling Processing Cost Study 2023
Washington Utilities & Trans. Commission	Review of Solid Waste Rate Methodology 2013
City of Yakima, Washington	Collection Rate Setting 2013 to 2025
Cities of Gresham, Beaverton, and Hillsboro, Oregon	Annual Rate Review / Rate Setting 2004-2024
City of Vancouver, Washington	Collection Rate Update Support 2022-24
City of Olympia, Washington 1	Solid Waste Management Plan 2022
City of Mount Vernon, Washington	Collection Rate Study 2019, 2021, and 2025
City of Hoboken, New Jersey 1	Collection Cost of Service Analysis 2022-24
City of Indianapolis, Indiana 1	Cost of Service Study / Solid Waste Plan 2021
Deschutes County, Oregon 1	Transfer System Cost/Operational Analysis 2022-23
Oregon Department of Environmental Quality 1	EPR System Implementation Studies 2020-2023
Portland Metropolitan Service Agency 1	Transfer Station Cost of Service Study 2023 & 2017
City of Salem, Oregon	Waste Collection Rate Review / 2003 to 2025
Ada County, Idaho	Landfill Rate Setting 2020
Port of Longview, Longview, Washington 1	Alternative Fuels Study / 2020
City of Flagstaff, Arizona 1	MRF Feasibility Study / SW Planning / 2019-23
City of Sandy, Utah 1	Transfer System Business Plan / 2010 and 2018
Lincoln County, Oregon	Material Management Solid Waste Plan / 2018
City of Camas, Washington	Plan for Growth / Collection Reroute Plan 2017
City of Moses Lake, Washington	Waste Collection Cost of Service Study 2016
City of Albuquerque, New Mexico	Solid Waste Management Plan Update 2016

Note **1**: Project Subcontractor

Contract Default

Bell & Associates has **never** had a contract terminated or ended prematurely by any client for any reason.

3.0 PROJECT SCHEDULE & PROJECT BUDGET

This proposed schedule and budget were prepared on the assumption that we will receive adequate and responsive assistance from City staff. This includes preparing the requested information, responding to inquiries and requests for additional information, and providing project input.

Project Schedule

Task and Description	Time	Start	End
Task 1: Data Request and Review	3 weeks	12/16/25	1/5/26
Task 2: Kick-Off Meeting	1 week	1/5/26	1/12/26
Task 3: System Platform and Model Design	4 weeks	1/12/26	2/9/26
Task 4: System Testing and Platform Outputs	3 weeks	2/9/26	3/2/26
Task 5: Complete the Cost-Rate Model	2 weeks	3/2/26	3/16/26
Task 6: Complete the Annual Cost of Service Study	4 weeks	3/16/26	4/13/26
Project Management	Ongoing		

Project Budget

Task and Description	Total Hrs	Total Cost
Task 1: Data Request and Review	44	$8,780
Task 2: Kick-Off Meeting	80	$16,600
Task 3: System Platform and Model Design	88	$16,880
Task 4: System Testing and Platform Outputs	72	$13,920
Task 5: Complete the Cost-Rate Model	88	$17,680
Task 6: Complete the Annual Cost of Service Study	60	$12,900
Project Management	20	$5,000
Total Hours and Cost	452	$91,760
Travel		$4,250
Total Project Cost		**$96,010**

The project budget for years 2 and 3 is on the following page.

Project Budget for Year 2 and Year 3

	Year 1	Yr 2 & 3	Year 2	Year 3
Task and Description	Cost	Hours	Cost	Cost
Task 1: Data Request and Review	$8,780	24	$5,029	$5,280
Task 2: Kick-Off Meeting	$16,600	16	$3,486	$3,660
Task 3: System Platform and Model Design	$16,880	12	$2,417	$2,538
Task 4: System Testing and Platform Outputs	$13,920	12	$2,436	$2,558
Task 5: Complete the Cost-Rate Model	$17,680	48	$10,126	$10,632
Task 6: Complete the Cost of Service Study	$12,900	60	$13,545	$14,222
Project Management	$5,000	10	$2,625	$2,756
Total Hours and Cost	$91,760	182	$39,663	$41,646
Travel	$4,250		$1,200	$1,300
Total Project Cost	**$96,010**		**$40,863**	**$42,946**

The total estimated cost over three years $179,820, with a three-year average cost of approximately $60,000.

APPENDIX - PROJECT TEAM RESUMES

License Information:

New search Back to results

Entity name: BELL & ASSOCIATES, INC.

Business name: BELL AND ASSOCIATES INC

Entity type: Profit Corporation

UBI #: 602-587-612

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1628 NW 33RD WAY
CAMAS WA 98607-7357

Mailing address: 1628 NW 33RD WAY
CAMAS WA 98607-7357

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Camas Home Occupation Business				Pending	Dec-31-2026	
Spokane General Business - Non-Resident				Active	Dec-31-2026	Dec-01-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BELL, CHRISTOPHER	President

The Business Lookup information is updated nightly. Search date and time: 12/3/2025 8:48:35 AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Donald B Denning
111 SE 3rd Ave Ste E
Hillsboro, OR 97123

CONTACT NAME: Donald Denning
PHONE A/C, No, Ext): (503) 846-1994 FAX (A/C, No):
E-MAIL ADDRESS: ddenning@amfam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bell & Associates Inc.
1628 NW 33rd Way
Camas, WA 98607

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY						BODILY INJURY (Per person)	$
	☐ ANY AUTO						BODILY INJURY (Per accident)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY	$
	☐ ☐							$
A	☒ COMMERCIAL GENERAL LIABILITY	Y		CP00021020	09/15/2025	09/15/2026	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐						MED EXP (Any one person)	$ 10,000
	☐						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	☐ OTHER							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTHER	
	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)
30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

Additional Insured:
City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201-3304

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Alana Craig

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Todd C Kelly
Affinity Insurance Services, Inc. 1100 Virginia Drive Suite #250 Fort Washington, PA 19034	PHONE (A/C, No, Ext): 847-771-0018 FAX (A/C, No): E-MAIL ADDRESS: todd.kelly@aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mr. Chris Bell
Bell & Associates, Inc.
1628 NW 33rd Way
Camas, WA 98607-7357

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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability / Errors and Omission Insurance			APL 188202149	9/15/2025	9/15/2026	Limit $1,000,000 $1,000,000	Deductible $10,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ❒
American Family Mutual Insurance Company, S.I. if selection box is not checked.
6000 American Parkway Madison, WI 53783

Insured's Name and Address
Chris Bell
1628 NW 33rd Way
Camas, WA 98607

Agent's Name, Address and Phone Number (Agt./Dist.)
Donald B Denning (127/508)
111 SE 3rd Ave Ste E
Hillsboro, OR 97123

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE EFFECTIVE (Mo, Day, Yr)	POLICY DATE EXPIRATION (Mo, Day, Yr)	LIMITS OF LIABILITY		
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence	$	
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence	$	
Personal Umbrella Liability	46U1051001	08/02/2025	08/02/2026	Bodily Injury and Property Damage Each Occurrence	$	1,000,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence	$	
				Farm Employer's Liability Each Occurrence	$	
Workers Compensation and Employers Liability †				Statutory		**********
				Each Accident	$	
				Disease - Each Employee	$	
				Disease - Policy Limit	$	
General Liability ❒ Commercial General Liability (occurrence) ❒ ❒				General Aggregate	$	
				Products - Completed Operations Aggregate	$	
				Personal and Advertising Injury	$	
				Each Occurrence	$	
				Damage to Premises Rented to You	$	
				Medical Expense (Any One Person)	$	
Businessowners Liability				Each Occurrence† †	$	
				Aggregate††	$	
Liquor Liability				Common Cause Limit	$	
				Aggregate Limit	$	
Automobile Liability ❒ Any Auto ❒ All Owned Autos ✓ Scheduled Autos ❒ Hired Auto ❒ Nonowned Autos ❒	411099174997	09/10/2025	09/10/2026	Bodily Injury - Each Person	$	250000
				Bodily Injury - Each Accident	$	500000
				Property Damage	$	100000
				Bodily Injury and Property Damage Combined	$	
Excess Liability ❒ Commercial Blanket Excess ❒				Each Occurrence/Aggregate	$	

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

†The individual or partners shown as insured ❒Have ❒ Have not elected to be covered as employees under this policy.
† †Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

CANCELLATION

❒ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.
✓ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED	AUTHORIZED REPRESENTATIVE
12/02/2025	Alana Craig

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/9/2025		
Clerk's File #	OPR 2024-0492		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE20835000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - NO COST CONTRACT AMENDMENT WITH CUMMINS SALES AND		

Agenda Wording

Fleet Services would like to Convert our contract with Cummins Sales and Service to a Master Contract.

Summary (Background)

Converting this to a Master will change compensation terms to better serve the City's needs and facilitate repairs in a timelier manner.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

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

Narrative

This is a no cost amendment which allows Fleet to better adjust to inconsistent repair demand year over year.

Amount		Budget Account
Expense	$ 0	# None
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.		
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org

City Clerk's No. OPR 2024-0492

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and CUMMINS SALES & SERVICE, whose address is 11134 West Westbow Blvd., Spokane, WA 99224, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated July 11, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective May 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Two Hundred Thousand and No/100 Dollars ($200,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed One Million Three Hundred Thousand and No/100 Dollars ($1,300,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

CUMMINS SALES & SERVICE	CITY OF SPOKANE:

By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST: _____ City Clerk	APPROVED AS TO FORM: _____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/9/2025
Clerk's File #	OPR 2025-0868
Cross Ref #	
Project #	2018101
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	BERYL 625-6008
Contact E-Mail	BFREDRICKSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	DEPARTMENT OF HEALTH LOAN AGREEMENT FOR RAY STREET WELL UPDATE

Agenda Wording

Loan Contract between Drinking Water State Revolving Fund (DWSRF) and the City of Spokane for the 6 Year Capital Ray Street Well Update Project in the amount of $7,575,000.

Summary (Background)

The City has been awarded a loan through the Drinking Water State Revolving Fund (DWSRF) for funds that were applied for in 2024. This is Federal funding and is administered through the Washington State Department of Health (DOH). The Ray Street Well Update Project is approved in the 2025-2030 Six Year Capital Improvement Program. These funds will be used to refurbish and increase capacity of the Ray Street Well Station. Loan Number: DWL31876-0 •Ray Street Well Station Upgrade •DWSRF Loan Contract # DWL31876-0 •Loan Funding Amount: $7,575,000 •Interest Rate: 2.25% •Loan Fee: $75,000 •Loan term: 20-years •Construction must be completed in 5 years •Any remaining additional costs will be provided by Local Utility Rates

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 7,575,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The Ray Well Upgrade project will be funded by a DWSRF Loan for a total of $7,575,000 at an interest rate of 2.25% and a loan service fee of $75,000 (included in the total). The Dept. of Health will manage the loan for a 20-year term.

Amount		Budget Account
Expense	$ 7,575,000.00	# 4250 98818 94340 56501 15777
Revenue	$ 7,575,000.00	# 4250 98818 99999 38271 15777
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes, for future years.

Expense Occurrence	Recurring

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

N/A

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

Distribution List

publicworksaccounting@spokanecity.org	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	mpapich@spokanecity.org
bfredrickson@spokanecity.org	eraea@spokanecity.org
eschoedel@spokanecity.org	

10/17/2025

City of Spokane
Lisa Brown, Mayor
808 W Spokane Falls Blvd.
Spokane, WA 99201
mayor@spokanecity.org

RE: Loan Contract Number: DWL31876-0

Dear Mayor Brown;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print, and sign the document. Once signatures are obtained, please scan and return by email to your DOH contracts representative or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,
Rachel Paris
DOH Contract Manager
(360) 236-4294
Rachel.Paris@DOH.WA.GOV

Enclosures:
ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

September 2025

Version History		
Date	**Revision(s)**	**Version**
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1
09-15-2025	DOH's Office of Drinking Water worked with AHD Assistant Attorney General to modify template and incorporate up-to-date provisions for public works projects performed in the State of Washington.	2

1. CONTRACT FACE SHEET

#2024-4327 Loan Number: DWL31876-0
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

<table>
<tr><td colspan="2">1. Borrower

City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201</td><td colspan="2">2. Borrower Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Borrower Type
Construction Loan</td><td colspan="2">4. Borrower's Statutory Authority</td></tr>
<tr><td colspan="2">5. Borrower Contract Manager Information
Lisa Brown, Mayor
509-625-6250
mpapich@spokanecity.org</td><td colspan="2">6. DOH Contract Manager
Rachel Paris
P.O. Box 47822
Olympia, WA 98504-7822
(360) 236-4294
Rachel.Paris@DOH.WA.gov</td></tr>
<tr><td colspan="4">7. Project Name: Ray Street Well Update</td></tr>
<tr><td>8. Loan
Amount: $7,575,000.00
Loan Fee: $75,000
Interest Rate: 2.25%</td><td>9. Funding Source
Federal: ☐ State: ☒
Other:☐</td><td>10. Start Date
Date of Last Signature</td><td>11. End Date
10/01/2045</td></tr>
<tr><td colspan="4">12. Federal Funding Agency Environmental Protection Agency
Catalogue of Federal Assistance (CFDA) Number 66.468</td></tr>
<tr><td>13. Borrower Tax ID #
91-6001280</td><td>14. SWV #
0003387-05</td><td>15. Borrower UBI #
328-013-877</td><td>16. Borrower UEI#
PDNCLY8MYJN3</td></tr>
<tr><td colspan="4">17. Contract Purpose
DOH and the party identified above as Borrower (***BORROWER***), have entered into this loan agreement (***CONTRACT***) to fund the project identified above and further described in Attachment I (Scope of Work) (***PROJECT***) that furthers the goals and objectives of the DOH DWSRF Program (***PROGRAM***). The Project will be done by the BORROWER as described in the Attachment I (Scope of Work) and this Contract. The rights and obligations of the parties are governed by this Contract and the following documents are incorporated by reference: (1) General Terms and Conditions including Declarations; (2) Attachment I–Scope of Work; (3) Attachment II–Attorney's Certification; (4) Attachment III–Federal and State Requirements; (5) Attachment IV–Disadvantaged Business Enterprise Requirements; (6) Attachment V–Certification Regarding Debarment, Suspension, and Other Responsibility Matters; (7) Attachment VI–DWSRF Eligible Project Costs; and (8) Attachment VII–Labor Standard Provisions for Subrecipients that are Governmental Entities. By signing below, the parties acknowledge and accept the terms of this Contract.</td></tr>
<tr><td colspan="2">AUTHORIZED REPRESESENTATIVE OF BORROWER</td><td colspan="2">AUTHORIZED REPRESENTATIVE OF DOH</td></tr>
<tr><td colspan="2">_____
Signature

_____
Print Name

_____
Title

_____
Date</td><td colspan="2">_____
Signature

_____
Print Name

_____
Title

_____
Date</td></tr>
</table>

	TEMPLATE APPROVED AS TO FORM ONLY Lisa Koperski, AAG Signature on File Sept. 16, 2025 Date

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ATTACHMENT I	SCOPE OF WORK (PROJECT)
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3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	City of Spokane
Loan Number**:**	DWL31876-0
Application number	2024-4327
Award Year:	2024
State Wide Vendor Number:	0003387-05

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	Ray Street Well Update
Project Location (City or County):	Spokane
Project State:	WA
Project Zip Code:	99201
Project Scope of Work	Attachment I attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding CONTRACT performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount:	$7,575,000
Loan Fee (Included in loan amount if applicable):	75,000
Principal Loan Forgiveness %:	0%
Loan Term:	20 years
Interest Rate:	2.25%
Payment Month(s):	October 1st Annually
Earliest Date for Construction Reimbursement:	One year prior to contract execution date
Time of Performance:	48 months from Contract start date (date of last signature) to Project Completion date.
Notice to Proceed:	18 months from Contract start date (date of last signature)

3.5. FUNDING INFORMATION

Total Funds from BORROWER:	To be determined
Source(s) of Funds from Borrower, with assigned amounts per source:	To be determined
Total State Funds:	To be determined
Total Amount of Federal Award (as applicable):	To be determined
Total Amount of Loan:	$7,575,000.00
Federal Award Date:	To be determined
Federal Award ID # (FAIN):	To be determined
Amount of Federal Funds Obligated by this Action:	To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (***SDWA***) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (***DOH***) has awarded BORROWER identified on the Face Sheet of this CONTRACT a Drinking Water State Revolving Fund Loan (***LOAN***) for the PROJECT defined on the Face Sheet of this CONTRACT. Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (***EPA***), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor." DOH and BORROWER are individually a ***"party"*** and, collectively, the ***"parties."***

4.2. FULL AGREEMENT

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

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

A. Applicable , state and federal statutes
B. Applicable local, state, and federal regulations
C. CONTRACT amendments (if any)
D. The Declarations Page of the CONTRACT
E. The General Terms and Conditions of the CONTRACT
F. Attachment I of the CONTRACT
G. Attachment II of the CONTRACT
H. Attachment III of the CONTRACT
I. Attachment IV of the CONTRACT
J. Attachment V of the CONTRACT
K. Attachment VI of the CONTRACT
L. Attachment VII of the CONTRACT

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as "Loan Amount" in the Declarations (***LOAN AMOUNT***). The LOAN AMOUNT will not exceed 100% of the actual eligible PROJECT costs (***ELIGIBLE PROJECT COSTS***). The parties understand and agree that the LOAN AMOUNT does not include the LOAN FEE which will be charged in accordance with Section 4.5 (Loan Fee) below.

4.5. LOAN FEE

If DOH assessed a "Loan Fee" in the Declarations (***LOAN FEE***), then: (a) the LOAN FEE will be the LOAN FEE shown in the Declarations; (b) the LOAN FEE will be 1% of the loan request; and (c) the LOAN FEE will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total

LOAN AMOUNT is increased through CONTRACT amendment, then DOH will assess an additional LOAN FEE equal to 1% of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed through a CONTRACT amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is 24 years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is 20 years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases any or all of the Loan Amount (***LOAN FUNDS***) to BORROWER in accordance with applicable law and PROGRAM AND DOH policies.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, then the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN FUNDS to BORROWER to reimburse BORROWER for ELIGIBLE PROJECT COSTS. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress of the PROJECT made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within 30 days, if BORROWER is not in alleged or actual breach of any CONTRACT with a Washington state agency.

DOH will withhold 10% of LOAN FUNDS until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within 30 calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within 18 months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the Time of Performance set forth in the Declarations (***TIME OF PERFORMANCE***). If there are extenuating circumstances, BORROWER may request, in writing, at least 90 calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this Section, it is a material breach of CONTRACT, and DOH may terminate or suspend this CONTRACT immediately and for cause if DOH so desires.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by

sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
E. Documentation of BORROWER's compliance with National Historic Preservation Act of 1966, 54 U.S.C. Subtitle III, Public Law 89-665, as amended (including, without limitation, by Public Law 96-515) (***NHPA*** or ***National Historic Preservation Act***).

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than 1 year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. Payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM. Additionally, BORROWER must either have a dedicated general ledger account for the LOAN AMOUNT or a dedicated bank account for the LOAN AMOUNT to ensure that there is no co-mingling of the LOAN AMOUNT with other municipality resources.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within 30 calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the 1st day past the due date. The penalty will be at the rate set forth by DOH that accords with applicable law but which the parties agree and understand may be 1% of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this Section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

"Loan Security" (***LOAN SECURITY***) is only required if identified in the Declarations. If LOAN SECURITY is required under the CONTRACT, then:

(a) BORROWER will assist DOH in completing and filing all financing statements or other collateral documentation reasonably required by DOH; and
(b) BORROWER will execute all assignments, security agreements, and financing statements necessary to establish, perfect, and maintain the security interests of DOH.

Nothing in this Section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

Notwithstanding this, in its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to BORROWER's obligations under existing or future bonds and notes.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Any amendments, modifications, assignments, and/or waivers to any of the terms and conditions of this CONTRACT supersede those terms as found in the original CONTRACT and will not be binding on the parties unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee (where delegation is made prior to action) has the express, implied, or apparent authority to enter into, alter, amend, assign, modify, or waive any terms, clauses, or conditions of this CONTRACT. Additionally, neither this CONTRACT nor any Claim arising under this CONTRACT, will be transferred or assigned by the BORROWER without prior written consent of DOH.

Neither this CONTRACT nor any Claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including LOAN FEES and/or ineligible project costs (if any) be paid in full as a condition of approval.

Nothing in this CONTRACT (including, without limitation, terms, conditions, assurances, and certifications) may be waived and/or modified unless approved in writing and signed by an authorized representative of DOH. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach will not be deemed to be a waiver of any subsequent default or breach.

4.16. BUILD AMERICA, BUY AMERICA (IF APPLICABLE)

None of the LOAN FUNDS under this CONTRACT will be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel, manufactured products, and construction materials used in the project are produced in the United States including, without limitation, iron and steel, manufactured products, and construction materials in accordance with the Build America, Buy America, Pub. L. No. 117-58, §§ 70901-52 (***BABA***) Requirements and/or any successor legislation. BORROWER hereby represents and warrants to and for the benefit of DOH and any other funding authority and/or source that BORROWER understands this obligation and the requirements of BABA and will use the LOAN FUNDS in accordance with the requirements set forth in this Section.

Notwithstanding this, an authorized representative of DOH may waive this requirement in writing if:

A. Compliance would be inconsistent with the public interest; or
B. The particular products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or
C. Inclusion of products produced in the United States will increase the cost of the overall project by more than 25%; or
D. A waiver is approved by the Environmental Protection Agency (***EPA***).

BORROWER must submit any such waiver request to DOH, which will then submit the waiver request to EPA. The full text of the Build America, Buy America provision can be found under The Infrastructure Investment and Jobs Act (***IIJA***), Pub. L. No. 117-58, which includes BABA,.

4.17. ATTORNEYS' FEES

Unless expressly permitted under another Section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the CONTRACT terms and conditions.

4.18. PROHIBITION AGAINST PAYMENT OF BONUS AND COMMISSION

LOAN FUNDS provided under this CONTRACT will not be used in payment of any bonus or commission for the purpose of obtaining approval of the loan application or any other approval under this CONTRACT. This Section does not prohibit paying reasonable fees for *bona fide* technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS. For the avoidance of doubt, no actual solicitation costs can be paid for LOAN FUNDS received under this CONTRACT.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state, and local laws, requirements, codes, regulations, policies, and ordinances of local and state and federal governments, as now or hereafter amended (including, without limitation, for the design, implementation, and administration) of the PROJECT and this CONTRACT, including, without limitation, those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance as soon as practicable if requested by DOH or its agents.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, and/or prohibit BORROWER from incurring additional

obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate or suspend the CONTRACT.

4.20. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

i. All material provided to the BORROWER by DOH that is designated as "confidential" by DOH; and

ii. All material produced by the BORROWER that is designated as "confidential" by DOH; and

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

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

C. Unauthorized Use or Disclosure. The BORROWER will notify DOH within 5 working days of BORROWER's discovery of any unauthorized use or disclosure of any confidential information and will take necessary steps to mitigate the harmful effects of such use or disclosure.

4.21. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation (***Dispute***), either party may request a Dispute hearing with the Director of the Office of Drinking Water (***Director***), who may designate a neutral person to decide the Dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral person.

The request for a a Dispute hearing must:

A. Be in writing;
B. State the disputed issues;
C. State the relative positions of the parties;
D. State BORROWER's name, address, and CONTRACT number involved in or related to the Dispute;
E. Provide contact information for the requester's representative; and
F. Be mailed to the Director and the other party's (***Respondent's***) Contract Manager within 3 working days after the parties agree that they cannot resolve the Dispute.

The Respondent will send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the Dispute.

The Director or Director's designee will review the written statements and reply in writing to both parties within 10 working days. The Director or Director's designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and will not be admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding Dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (***ADR***) method in addition to or instead of the Dispute hearing procedure outlined above.

4.22. ELIGIBLE PROJECT COSTS

BORROWER will comply with all obligations set forth under this CONTRACT including, without limitation, Attachment VI-DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors and/or subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
B. Complied with all provisions of the National Historic Preservation Act;
C. Complied with Prevailing Wage requirements;
D. Received approval from DOH of the PROJECT report and related construction documents for all applicable activities described in the PROJECT; and
E. Complied with any other LOAN conditions required by DOH.

For the avoidance of doubt, BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 (Recapture). Any such repayment may be subject to interest on any remaining balance, at the rate determined by state regulations and as allowed under state and federal law.

4.23. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that BORROWER has not and will not submit to DOH any information that is false, incorrect, or incomplete. BORROWER understands and agrees that providing false, fictitious, or misleading information to a state agency or otherwise receiving and attesting to PROGRAM benefits that you are not entitled to is a violation of applicable state law. Such violations may be a criminal violation under state law, including, without limitation, RCW 9A.56.020 (Theft defined), RCW 9A.56.030 (Theft in the 1st degree), RCW 9A.56.040 (Theft in the 2nd degree), or other applicable statutes. Such violations for the receipt and disbursements of LOAN FUNDS may also result in civil penalties or administrative fines. The parties understand and agree that DOH may pursue all applicable remedies for violations by BORROWER under this Section.

4.24. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (***GAAP***) promulgated by the Financial Accounting Standards Board (***FASB***). BORROWER will maintain its records and accounts in accordance with GAAP and other applicable FASB requirements to facilitate any audit under this CONTRACT. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its contractors and/or subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from an audit.

Audits must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with applicable law, regulations, and requirements of this CONTRACT. Any such audit report will also highlight any issues that could have a direct and material effect on DOH.

BORROWER will send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than 9 months after the end of BORROWER's fiscal year. BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within 3 months of the audit report.

4.25. FRAUD AND OTHER LOSS REPORTING

BORROWER will 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 DOH Representative identified on the Face Sheet.

4.26. GOVERNING LAW AND VENUE

This CONTRACT will be construed and interpreted according to the laws of the State of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County. If any provision of this CONTRACT violates any statute or rule of law of the State of Washington, it will be considered modified to conform to that statute or rule of law.

4.27. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements under Section 106 of the National Historic Preservation Act. BORROWER will not begin construction activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the NHPA.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (***THPO***), DOH Contract Manager, and the State's Historical Preservation Officer (***SHPO***) at the Washington State Department of Archaeology and Historic Preservation (***DAHP***). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the State of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's contractors' and/or subcontractors' activities.

BORROWER will include the requirements of this Section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this Section.

4.28. INDEMNIFICATION

To the fullest extent permitted by law, BORROWER will indemnify, defend, and hold harmless DOH, the State of Washington, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims arising out of or incident to BORROWER'S or any BORROWER'S contractors' and/or subcontractors' performance or failure to perform the CONTRACT (including, without limitation, injury or death).

BORROWER'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of BORROWER's agents, employees, representatives, and/or subcontractor(s) (and their agents, employees, and representatives, to the extent that BORROWER is using any contractor and/or subcontractor for the Project). For the avoidance of doubt, BORROWER's obligations under this Section will not be eliminated or reduced by any actual or alleged concurrent negligence of DOH, the State of Washington, agencies of the State, or any of their officials, agents, employees, and/or representatives.

BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the State of Washington includes any Claim by BORROWER'S agents, employees, officers, contractors, subcontractors, and/or contractor or subcontractor employees. Notwithstanding this, the BORROWER's obligations will not include such Claims that may be caused by the sole negligence of the State and its agencies, officers, officials, agents, and/or employees.

BORROWER waives immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officers, officials agents, and/or employees.

4.29. INDEPENDENT CAPACITY OF THE BORROWER

The parties intend that an independent contractor relationship will be created by this CONTRACT. The BORROWER and its employees, officers, representatives, and/or agents performing under this CONTRACT are not employees or agents of the State of Washington or DOH. The BORROWER will not hold itself out as or claim to be an officer or employee of DOH or of the State of Washington by reason hereof nor will the BORROWER make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the PROJECT will be solely with the BORROWER.

4.30. INTERNAL CONTROLS

BORROWER must designate one person as fiscal coordinator of the LOAN. BORROWER must maintain effective internal controls and comply with standards adopted by FASB.

4.31. INSURANCE COVERAGE REQUIREMENTS

A. Insurance Requirements for Reimbursable Activities

The BORROWER will have insurance coverage that is substantially similar to the coverage described in Section 4.28(B) below for all periods in which BORROWER performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the BORROWER or contractor and/or subcontractor, or agents of any of them, while performing under the terms of this CONTRACT.

B. Additional Insurance Requirements During the Term of the CONTRACT

i. The BORROWER shall provide proof to DOH of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this CONTRACT but in no less than $1,000,000 per occurrence. Additionally, the BORROWER is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of or related to subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this CONTRACT and throughout the Commitment Period.

b. Property Insurance. The BORROWER shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this CONTRACT and the Commitment Period.

c. Professional Liability, Errors, and Omissions Insurance. If BORROWER will be providing any professional services to be reimbursed under this CONTRACT, the BORROWER shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the BORROWER and licensed staff employed or under contract to the BORROWER. The State of Washington, the Department of Health, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the CONTRACT and Commitment Period. BORROWER will require that any subcontractors providing professional services that are reimbursable under this CONTRACT maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the BORROWER for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this CONTRACT shall be $2,000,000 or the highest of planned reimbursement for the CONTRACT period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Health, its agents, officers, and employees as beneficiary.

2. Subcontractors that receive $10,000 or more per year in funding through this CONTRACT shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the BORROWER and the BORROWER's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this CONTRACT until BORROWER has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of BORROWER's receipt of the Closeout Certification Form.

4. Fidelity Insurance for Organizations with No Employees.

The requirement for fidelity insurance described in that term is hereby waived as long as the BORROWER does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington, the Department of Health, and their agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The BORROWER shall instruct the insurers to give DOH 30 calendar days' advance notice of any insurance cancellation or modification.

iii. The BORROWER shall submit to DOH within 15 calendar days of the CONTRACT start date, a certificate of insurance which outlines the coverage and limits defined in this Section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that DOH will be provided 30 days' advance written notice of cancellation. During the term of the CONTRACT, the BORROWER shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, BORROWER shall provide copies of insurance instruments or certifications, at DOH's request and until 6 months after DOH has received a Closeout Certification Form from BORROWER. Copies of such insurance instruments and certifications will be provided within 15 calendar days of DOH's request unless otherwise agreed to by the parties.

iv. BORROWER and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from DOH, the BORROWER may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DOH, the BORROWER will provide: (1) a description of its self-insurance program and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with GAAP and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) FASB, and 3) the Washington State Auditor's annual instructions for financial reporting. BORROWER's participating in joint risk pools will maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Health, and their agents, officers, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

BORROWER will provide annually to DOH a summary of coverages and a letter of self- insurance, evidencing continued coverage under BORROWER's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this CONTRACT.

4.32. <u>INDUSTRIAL INSURANCE COVERAGE</u>

In addition to the requirements set forth in Section 4.[31] (Insurance Coverage Requirements) above, BORROWER understands and agrees that BORROWER and its contractors and/or subcontractors (if any) will comply with the applicable parts of RCW 51 RCW (Industrial Insurance). If BORROWER and/or any of its contractors and/or

subcontractors (if any) fail to provide industrial insurance coverage or fail to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER and/or any of its contractors (if any) to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT and transmit the deducted amount to the Washington State Department of Labor and Industries (***L&I***) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the BORROWER and/or any of its contractors (if any).

4.33. LAWS

The BORROWER will comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

4.34. LICENSING, ACCREDITATION, AND REGISTRATION

The BORROWER will comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this CONTRACT.

4.35. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN AMOUNT. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the CONTRACT.

4.36. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this CONTRACT, the BORROWER, including any contractor and/or subcontractor, will comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, without limitation, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, BORROWER, including any contractor and/or subcontractor, will give written notice of this nondiscrimination requirement to any labor organizations with which BORROWER, or contractor and/or subcontractor, has a collective bargaining or other agreement. The LOAN FUNDS will not be used to fund religious worship, exercise, or instruction. No person will be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this CONTRACT.

B. Obligation to Cooperate. BORROWER, including any contractor and/or subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that BORROWER, including any contractor and/or subcontractor, has engaged in discrimination prohibited by this CONTRACT pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, DOH may suspend BORROWER, including any contractor and/or 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 DOH receives notification that BORROWER, including any contractor and/or subcontractor, is cooperating with the investigating state agency. In the event BORROWER, or contractor and/or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this CONTRACT in whole or in part, and BORROWER, contractor, subcontractor, or any or all, may be referred for debarment as provided in RCW 39.26.200. BORROWER or 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. Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT and subject to termination for cause.

4.37. PAY EQUITY

The BORROWER will ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. BORROWER may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: (a) consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) accounts for the entire differential; and/or

iii. A bona fide regional difference in compensation level must be: (a) Consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) account for the entire differential.

This CONTRACT may be terminated by DOH, if DOH or the Department of Enterprise Services determines that the BORROWER is not in compliance with this Section.

4.38. POLITICAL ACTIVITIES

Political activity of BORROWER employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

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

4.39. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. The BORROWER certifies that all contractors and subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this CONTRACT, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The BORROWER shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for DOH’s review upon request. BORROWER is advised to consult the United States Department of Labor and/or the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether and what federal and state prevailing wages must be paid. DOH is not responsible for determining whether or what prevailing wage applies to this Project and/or for any prevailing wage payments that may be required by law.

4.40. PROCUREMENT

BORROWER will comply with all procurement policies, procedures, and requirements for contracting and/or subcontracting for the PROJECT and for obtaining PROJECT-related goods and services funded through this CONTRACT. BORROWER and its contractors and/or subcontractors must receive approval from DOH before entering into any sole source contract or contract where only one bid or proposal was received if the value of the contract is likely to exceed $5,000. BORROWER’S request for DOH approval must include a copy of the proposed contract(s), all related procurement documents, and justification for non-competitive procurement.

BORROWER will ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII-Labor Standard Provisions for Subrecipients That Are Governmental Entities.

BORROWER will maintain records to verify compliance with procurement requirements, including, without limitation, identifying the procurement method used, the reason for selecting the contractor, the rationale used for selecting the contract type, the reason(s) for selecting and rejecting bidders or qualified firms, and the basis for the contract cost or price.

4.41. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.42. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.43. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section [4.20] (Confidentiality/Safeguarding of Information), DOH is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by DOH or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This CONTRACT is not intended to alter DOH's obligations under the PRA. The parties agree that if DOH receives a public records request for files that may include confidential information under Section [4.20] (Confidentiality/Safeguarding of Information), DOH may notify the other party of the request and of the date that the records will be released to the requester unless BORROWER obtains a court order enjoining disclosure. If the BORROWER fails to obtain the court order enjoining disclosure, DOH may release the requested information on the date specified. If the BORROWER obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, DOH will maintain the confidentiality of the information per the court order.

4.44. PUBLICITY

BORROWER agrees not to publish or use any advertising or publicity materials in which the State of Washington or DOH's name is mentioned, or language used from which the connection with the State of Washington's or DOH's name may reasonably be inferred or implied, without the prior written consent of DOH.

4.45. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.46. RECAPTURE

In the event that the BORROWER fails to perform this CONTRACT in accordance with state or federal laws, and/or the provisions of this CONTRACT, DOH reserves the right to recapture LOAN FUNDS from BORROWER in an amount to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds. DOH's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this CONTRACT.

4.47. RECORDKEEPING AND ACCESS TO RECORDS

The BORROWER will 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.

DOH, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement (and any of their agents) will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books (including, without limitation, materials generated under the CONTRACT) of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of 6 years from the date that the debt to DOH is paid in full. This includes, but is not limited to, financial reports.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, BORROWER must keep the records until all litigation, Claims, or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records retention schedules applicable to the BORROWER.

4.48. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this CONTRACT are withdrawn, reduced, or limited in any way by any funding source (including, without limitation, the federal government) during the CONTRACT period, the parties understand and agree that DOH may suspend, amend, or terminate the CONTRACT to abide by the revised funding limitations. The parties understand and agree that BORROWER will be bound by any such revised funding limitations as implemented at the discretion of DOH and, if and as requested by DOH, will meet and renegotiate the CONTRACT accordingly.

4.49. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the federal government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.50. RIGHT OF INSPECTION

At no additional cost, the BORROWER will provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT. At no additional cost, the BORROWER will also provide any documents related to this CONTRACT to DOH upon request to assist DOH in the periodic monitoring of this CONTRACT.

4.51. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any part of this CONTRACT or part of any document incorporated by reference is found to be illegal or invalid for any reason whatsoever, it will not affect the legality or validity of the remainder of the CONTRACT. For the avoidance of doubt, other parts of this CONTRACT that can be given effect without the illegal or invalid part will remain in full force and effect.

4.52. SITE SECURITY

While on DOH premises, BORROWER, its agents, employees, and/or subcontractors will conform in all respects with physical, fire, and other security policies or regulations.

4.53. STATE PUBLIC WORKS

For work done at the cost of the State, BORROWER must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If BORROWER has questions about compliance, BORROWER will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

4.54. SUBCONTRACTING

A. Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.
B. BORROWER will execute binding written agreements will all contractors and subcontractors that will perform work under this CONTRACT.
C. BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT.

D. BORROWER will ensure that any and all contractors and subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this CONTRACT.
E. Neither the BORROWER nor any contractor or subcontractor shall enter into contracts or subcontracts for any of the work associated with the Project contemplated under this CONTRACT without obtaining prior written approval of DOH. In no event will the existence of the contract or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties. This clause does not include grants of employment between the BORROWER and personnel assigned to perform work associated with the Project under this CONTRACT.
F. BORROWER is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this CONTRACT are carried forward to any contracts and/or subcontracts and that BORROWER is responsible for any noncompliance by its contractors and/or subcontractors for work performed on the Project. Every contract and/or subcontract will include a term that DOH and the State of Washington are not liable for Claims or damages arising from a contractor's and/or subcontractor's performance of such contract or subcontract. BORROWER and its contractors and/or subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by applicable law. For the avoidance of doubt, BORROWER's contracts or subcontracts will not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. Also for the avoidance of doubt, BORROWER's contracts and subcontracts will include a term that the State of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.
G. Data Collection - BORROWER will submit reports, in a form and format to be provided by DOH and at intervals as agreed by the parties, regarding work under this CONTRACT performed by contractors and/or subcontractors and the portion of LOAN FUNDS expended for work performed by contractors and/or subcontractors.
H. The BORROWER will maintain written procedures related to contractors and/or subcontractors as well as copies of all contracts and/or subcontracts and associated records. For cause, DOH in writing may: (a) require that the BORROWER amend its procedures for contracts and/or subcontractors as they relate to this CONTRACT; (b) prohibit the BORROWER from hiring contractors and/or subcontractors with a particular person or entity; or (c) require that the BORROWER rescind or amend a contract or subcontract.
I. The BORROWER is responsible to DOH if the contractor and/or subcontractor fails to comply with any applicable term or condition of this CONTRACT. The BORROWER will appropriately monitor the activities of the contractor and/or subcontractor to assure fiscal conditions of this CONTRACT. In no event will the existence of a contract and/or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties.

4.55. 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 including, without limitation, any Recapture provision in this CONTRACT.

4.56. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the BORROWER's income or gross receipts, and/or any other taxes, insurance, or expenses for the BORROWER or its staff shall be the sole responsibility of the BORROWER.

4.57. TERMINATION FOR CAUSE

If DOH determines that BORROWER has failed to comply with the terms and conditions of this CONTRACT in a timely manner, DOH may, at its sole discretion, upon notice to BORROWER, terminate or suspend the CONTRACT in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least 30 business days to cure the breach, if curable. If the breach is not cured or cannot be cured within 30 business days, the outstanding balance of

the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates or suspends this CONTRACT under this Section, DOH is only liable for payment required under the terms and conditions of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination. If DOH terminates or suspends this CONTRACT under this Section, the BORROWER will be liable for damages as authorized by law including, without limitation, 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). Notwithstanding this, DOH reserves the right to suspend all or part of the CONTRACT, withhold further payments, or prohibit the BORROWER from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the BORROWER or a decision by DOH to terminate the CONTRACT.

At DOH's sole discretion, the termination for cause may be deemed a "Termination or Suspension for Convenience" under Section [4.53] if DOH determines that the BORROWER was not in default or if any default or failure to perform under this CONTRACT was outside BORROWER's control, fault, or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided under applicable law. Nothing in this Section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN AMOUNT as prescribed in the Washington Administrative Code (***WAC***) 246-296-150.

4.58. TERMINATION FOR FRAUD

In the event that the BORROWER commits fraud or makes any misrepresentation in connection with the loan application or during the performance of this CONTRACT, DOH reserves the right to terminate or amend this CONTRACT accordingly, including the right to recapture all funds disbursed to the BORROWER under the CONTRACT.

4.59. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT under this Section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. Termination of the CONTRACT will be effective as of the date determined by DOH.

DOH may choose to suspend this CONTRACT, in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension, each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within 5 business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH will be liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS for services rendered or goods received that were incurred prior

to the effective date of suspension or termination, and payment for any work done on the CONTRACT prior to the loss of funding will be done in accordance with the requirements of the funding source. Nothing in this Section shall affect BORROWER's obligations to repay the unpaid balance of the LOAN. Nothing in this Section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT. For the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be withdrawn, reduced, or limited in any way after the effective date of this CONTRACT and prior to normal completion of the Project, DOH (at its sole discretion) may terminate the CONTRACT without any notice requirement and/or may amend the CONTRACT to reflect the new funding limitations and conditions. Also, for the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be terminated, this CONTRACT and all obligations, including payment for work done under this CONTRACT, will be terminated without the 10-calendar day notice requirement and instead as of the date of the termination of the funding source.

4.60. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

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 related to the CONTRACT except as may be necessary for completion of such portion of the work under the CONTRACT that is not terminated;

C. Assign to DOH, in the manner, at the times, and to the extent directed by the Authorized Representative, any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH;

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

E. Complete performance of such part of the work associated with the Project as shall not have been terminated by the DOH Authorized Representative;

F. Take such action as may be necessary, or as the DOH Authorized Representative may direct, for the protection and preservation of the property related to this CONTRACT, which is in the possession of the BORROWER and in which DOH has or may acquire an interest; and

G. Preserve and transfer title to DOH and delivery in the manner, at the times, and to the extent directed by the DOH Authorized Representative of any property that if the CONTRACT had been completed would have been required to be furnished to DOH (including, without limitation, materials, CONTRACT deliverables, and/or DOH property in BORROWER's possession) as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur. Notwithstanding this, the parties understand and agree that failure of BORROWER to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this CONTRACT. DOH may withhold from any amounts due the BORROWER for such sum as the DOH Authorized Representative determines to be necessary to protect DOH against potential loss or liability.

Upon termination of this CONTRACT, DOH, in addition to any other rights provided in this CONTRACT, may require the BORROWER to deliver to DOH any property specifically produced or acquired for the performance of such part of this CONTRACT as has been terminated. The rights and remedies of DOH 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.

4.61. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds $100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.62. ACCESS TO DATA

In compliance with RCW 39.26.180, the BORROWER will provide access to data generated under this CONTRACT to DOH, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the BORROWER's reports, including computer models and the methodology for those models.

4.63. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this CONTRACT shall be made by DOH.

4.64. ALLOWABLE COSTS

Costs allowable under this CONTRACT are actual expenditures according to an approved budget up to the maximum amount stated on the CONTRACT Award or Amendment Face Sheet.

4.65. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 LLOWABLE COSTS

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

4.66. BREACHES OF OTHER STATE CONTRACTS

BORROWER will comply with all other contracts and grant agreements executed between BORROWER and the State of Washington. A breach of any other contract or grant agreement entered into between BORROWER and the State of Washington may, in DOH's sole discretion, be deemed a breach of this CONTRACT.

4.67. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building department and/or DOH.

4.68. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the BORROWER terminate this CONTRACT if it is found after due notice and examination by DOH that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the BORROWER in the procurement of, or performance under, this CONTRACT.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The BORROWER and all subcontractors (if any) will identify any person employed in any capacity by the State of Washington that worked on this CONTRACT, or any matter related to the Project funded under this CONTRACT or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this CONTRACT. Any person identified by the BORROWER and their subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by DOH that a conflict of interest exists, the BORROWER may be disqualified from further consideration for the award of a grant.

In the event this CONTRACT is terminated as provided above, DOH will be entitled to pursue the same remedies against the BORROWER as it could pursue in the event of a breach of the CONTRACT by the BORROWER. The rights and remedies of DOH provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DOH makes any determination under this clause will be an issue and may be reviewed as provided in Section 4.21 (Disputes) of this CONTRACT.

4.69. DUPLICATE PAYMENT

DOH will not pay the BORROWER, if the BORROWER has charged or will charge the State of Washington or any other party under any other grant, subcontract, contract, or agreement, for the same services or expenses. The BORROWER certifies that work to be performed under this CONTRACT does not duplicate any work to be charged against any other grant, subcontract, contract, or agreement.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

DWSRF PROGRAM
CONSTRUCTION LOAN CONTRACT INFORMATION

APPLICATION #2024-4327, CITY OF SPOKANE, RAY ST WELL STATION UPDATE

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report and construction documents to ODWOperations@doh.wa.gov for review and approval. Submit approval letter.
2. Submit bid documents to ODWOperations@doh.wa.gov for review and approval. Submit approval letter.
3. Submit SEPA determination.
4. Complete cultural and historical review process. Submit finalization letter.
5. Extend existing well pump line shaft intakes by 6-14 feet (14 feet for pump 1 and pump 4, 6 feet for pump 3).
6. Install new 24-inch line shaft for pump 2.
7. Install a second pump, 500 horsepower, at Well 1 (existing pump 2 in Well 1 will be relocated to Well 2 and become pump 4).
8. Install new 20-inch diameter discharge piping and appurtenances to the main in Ray Street.
9. Upgrade electrical and controls.
10. Submit completed Construction Completion Report to ODWOperations@doh.wa.gov. Submit CCR acknowledgment letter.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

APPLICATION #2024-4327, CITY OF SPOKANE, RAY ST WELL STATION UPDATE

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	$0
Environmental Review	$0
Historical Review/Cultural Review	$0
Land/ROW Acquisition	$0
Permits	$0
Public Involvement/Information	$0
Bid Documents (Design Engineering)	$500,000
Construction: Estimated Cost. Provide details on following pages.	$6,200,000
Contingency: (10% min, 20% max)	$800,000
DOH Review/Approval Fees:	$0
Sales or Use Taxes	$0
Construction Engineering/Inspection	$0
Insurance:	$0
Audit:	$0
Legal:	$0
Service Meters (Purchase and Installation)	$0
Other:	$0
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	**$7,500,000**
DWSRF Loan Origination Fee (1%)	**$75,000**
DWSRF Loan Award	**$7,575,000**

APPLICATION #2024-4327, CITY OF SPOKANE, RAY ST WELL STATION UPDATE

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		$
Grant #2		$
Other Grants		$
New Grants		$
	Total Grants and Other Non-Matching Funds	**$**
Loans		
This Loan Request	**DWSRF loan (DWL31876-0)**	**$7,575,000**
Other Loan #1		$
Other Loan #2		$
Other Loans		$
New Loans		$
	Total Loans	**$7,575,000**
Local Revenue		
Source #1		$
Source #2		$
Other Local Revenue		$
New Local Revenue		$
	Total Local Revenue	**$**
Other Funds		
Other Funds		$
Other Funds		$
	Total Other Funds	**$**
TOTAL PROJECT FUNDING		*a)* **$**7,575,000

APPLICATION #2024-4327, CITY OF SPOKANE, RAY ST WELL STATION UPDATE

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: __ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is __ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND
(MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the CONTRACT identified above; and

I have also examined any and all documents and records, which are pertinent to the CONTRACT, including, without limitation, the application requesting this LOAN.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, in good standing with the Washington Secretary of State, empowered to receive and expend federal, state, and local funds, to contract with the State of Washington, and to receive and expend the LOAN AMOUNT to accomplish the objectives set forth in the CONTRACT and to complete the PROJECT.

2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the LOAN as set forth in the CONTRACT.

3. There is currently no litigation in existence or foreseeable seeking to enjoin the commencement or completion of the PROJECT or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund LOAN extended by DOH with respect to such PROJECT. BORROWER is not a party to litigation, which will materially affect its ability to repay such LOAN on the terms contained in the CONTRACT.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Any terms not defined in this Attachment are set forth in the General Terms and Conditions or the Declarations Section of the Drinking Water State Revolving Fund (Municipal) loan agreement between DOH and BORROWER.

_____ _____
Signature of Attorney Date

_____
Name and BAR Number (WSBA No.)

_____
Address Line 1

_____
Address Line 2

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Federal Environmental and Cultural Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523, as amended
b) Archaeological Resources Protection Act (ARPA), 16 U.S.C. §470 and Public Law 96–95, as amended
c) Clean Air Act, Public Law 84-159 as amended
d) Coastal Zone Management Act, Public Law 92-583 as amended
e) Endangered Species Act, Public Law 93-205 as amended
f) Environmental Justice, Executive Order 12898
g) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
h) Protection of Wetlands, Executive Order 11990
i) Farmland Protection Policy Act, Public Law 97-98
j) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
k) National Historic Preservation Act, paying particular attention to Section 106 requirements
l) Safe Drinking Water Act, Public Law 93-523 as amended
m) Wild and Scenic Rivers Act, Public Law 90-542 as amended
n) Native American Graves Protection and Repatriation Act (***NAGPRA***) (25 USC 32) and associated regulations (43 CFR 10)
o) Code of Federal Regulations 40 Part 141, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)
p) 43 C.F.R. §3, Preservation of American Antiquities
q) 43 C.F.R. §7, Protection of Archaeological Resources

2) Buy America Build America Requirements

DWSRF construction projects chosen for FFATA/Equivalency reporting must comply with the Buy America Build America provisions. Projects started prior to May 14, 2022, may be exempt. Visit the EPA website for more information on the BABA requirements and the waiver process at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

3) Federal Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension Regulations, Executive Order 12549 and associated regulations (e.g., 71 F.R. 66431)
e) H.R. 3547, Consolidated Appropriations Act, 2014, Public Law 113-76 as amended

4) Federal Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
h) 42 USC 12101 et seq. the Americans with Disabilities Act of 1990 and associated regulations (including, without limitation, 28 C.F.R. Part 35) (***ADA***)
i) The Contract Work Hours and Safety Standards Act (40 USC 327-333), as applicable
j) The Genetic Information Nondiscrimination Act of 2008 (***GINA***), 42 USC s. 2000ff et seq.
k) Federal Hatch Act, 5 USC 1501-1508

5) State Laws

a) RCW 27.44, Indian Graves and Records
b) RCW 27.53, Archaeological Sites and Resources
c) RCW 36.70A, Growth Management Act
d) RCW 39.04, Public Works
e) RCW 39.10, Alternative Public Works Contracting Procedures
f) RCW 39.12, Prevailing Wages on Public Works
g) RCW 39.80, Contracts for Architectural and Engineering Services
h) RCW 39.26.180, Contract Management
i) RCW 42.56, Public Records Act
j) RCW 42.17a, Campaign Disclosure and Contributions provision
k) RCW 42.23, Code of Ethics for Municipal Officers-Contract Interests
l) RCW 42.52, Ethics in Public Service
m) Chapter 43.20 RCW, State Board of Health
n) RCW 43.21C, State Environmental Policy Act
o) RCW 43.70, Department of Health
p) RCW 43.155, Public Works Project
q) RCW 49.60, Washington's Law against Discrimination, including, without limitation, RCW 49.60.530(3), Contractors and subcontractors with state for public works or for goods or services—Nondiscrimination requirements
r) RCW 51, Industrial Insurance
s) RCW 68.60, Abandoned and Historic Cemeteries and Historic Graves
t) RCW 70.116, Public Water Systems Coordination Act of 1977
u) RCW 70.119, Public Water Supply Systems Certification and Regulation of Operations
v) RCW 70.119A, Public Water Systems, Penalties & Compliances
w) WAC 25-48, Archaeological Excavation and Removal Permit
x) WAC 246-290, Group A Public Water Systems
y) WAC 246-291, Group B Public Water Systems
z) WAC 246-292, Waterworks Operator Certification Regulations
aa) WAC 246-293, Water Systems Coordination Act
bb) WAC 246-294, Drinking Water Operating Permits
cc) WAC 246-295, Satellite System Management Agencies
dd) WAC 246-296, Drinking Water State Revolving Fund Loan Program
ee) WAC 173-160, Minimum Standards for Construction & Maintenance of Wells
ff) WAC 173, Department of Ecology Rules
gg) Governor's Executive Order 21-02

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ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this Section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this Section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this Section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency
Washington, DC 20460

The terms, “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded”, as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and it principals, certifies by signing below that to the best of its knowledge and belief they:

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 (3) period preceding this CONTRACT, been convicted of or had a civil judgment 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 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 for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,

D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor’s business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

> The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

_____
Typed or Printed Name & Title of Authorized Representative

_____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
    a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
    b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
        - F.I.C.A. (Social Security) –employer's share.
        - Retirement benefits.
        - Hospital, health, dental, and other welfare insurance.
        - Life insurance.
        - Industrial and medical insurance.
        - Vacation.
        - Holiday.
        - Sick leave.
        - Military leave and jury duty.

        Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
    c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
        - Competitive Bidding.
        - Audit.
        - Insurance.
        - Prevailing wages.
        - Attorney fees.
        - Environmental Review.
        - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this Section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this Section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this Section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this Section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this Section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/9/2025
Clerk's File #	OPR 2025-0885
Cross Ref #	
Project #	2025063
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	MARK PAPICH 6310
Contact E-Mail	MPAPICH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	DWSRF LOAN AGREEMENT FOR LATAH VALLEY TRANSMISSION MAIN PROJECT

Agenda Wording

Drinking Water State Revolving Fund (DWSRF) agreement for a low interest loan for the Six-Year Capital Latah Valley Transmission Main Project.

Summary (Background)

The City has been awarded a loan through the Drinking Water State Revolving Fund (DWSRF) for funds that were applied for in 2024. This is Federal funding and is administered through the Washington State Department of Health (DOH). The Latah Valley Transmission Main Project is approved in the 2025-2030 Six Year Capital Improvement Program. These funds will be used to increase transmission main capacity within the Latah Valley and the City of Airway Heights, the City of Medical Lake and the greater West Plains area. This is one of many projects planned. Below are the pertinent details of the funding agreements: • DWSRF Loan Contract APPLICATION #2024-4328 • Loan Funding Amount: $4,800,000 • Interest Rate: 2.25% • Loan Fee: $48,000 • Loan term: 20-years • Construction must be completed in 5 years

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 4,848,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The Latah Valley Transmission Main Project will be funded by a DWSRF Loan for a total of $4,848,000 at an interest rate of 2.25% and a loan service fee of $48,000 (included in the total).

Amount		Budget Account
Expense	$ 4,848,000	# 4250 98818 94340 56501 11114
Revenue	$ 4,848,000	# 4250 98818 99999 38271 11114
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Yes for future years

Expense Occurrence	Recurring

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

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

Distribution List	
	tax&licenses@spokanecity.org
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icmaccounting@spokanecity.org	mpapich@spokanecity.org
bfredrickson@spokanecity.org	eschoedel@spokanecity.org

11/17/2025

City of Spokane
Ms. Lisa Brown, Mayor
808 W Spokane Falls Blvd.
Spokane, WA 99201
mayor@spokanecity.org

RE: Loan Contract Number: DWL31569-0

Dear Mayor Brown;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print, and sign the document. Once signatures are obtained, please scan and return by email to your DOH contracts representative or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Rachel Paris
DOH Contract Manager
360 236 4294
Rachel.Paris@DOH.WA.GOV

Enclosures:
ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

September 2025

Version History		
Date	**Revision(s)**	**Version**
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1
09-15-2025	DOH's Office of Drinking Water worked with AHD Assistant Attorney General to modify template and incorporate up-to-date provisions for public works projects performed in the State of Washington.	2

1. CONTRACT FACE SHEET

#2024-4328 Loan Number: DWL31569-0
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

<table>
<tr><td colspan="2">1. Borrower

City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201</td><td colspan="2">2. Borrower Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Borrower Type
Construction Loan</td><td colspan="2">4. Borrower's Statutory Authority</td></tr>
<tr><td colspan="2">5. Borrower Contract Manager Information
Lisa Brown
Mayor
509-625-6250
mayor@spokanecity.org</td><td colspan="2">6. DOH Contract Manager
Rachel Paris
P.O. Box 47822
Olympia, WA 98504-7822
360 236 4294
Rachel.Paris@DOH.WA.GOV</td></tr>
<tr><td colspan="4">7. Project Name: Latah Valley Transmission</td></tr>
<tr><td>8. Loan
Amount: $4,800,000
Loan Fee: $0
Interest Rate: 1.75%</td><td>9. Funding Source
Federal: ☒ State: ☐
Other:☐</td><td>10. Start Date
Date of Last Signature</td><td>11. End Date
10/01/2049</td></tr>
<tr><td colspan="4">12. Federal Funding Agency Environmental Protection Agency
Catalogue of Federal Assistance (CFDA) Number 66.468</td></tr>
<tr><td>13. Borrower Tax ID #
90-6001280</td><td>14. SWV #
0003387-05</td><td>15. Borrower UBI #
328-013-877</td><td>16. Borrower UEI#
PDNCLY8MYJN3</td></tr>
<tr><td colspan="4">17. Contract Purpose
DOH and the party identified above as Borrower (BORROWER), have entered into this loan agreement (CONTRACT) to fund the project identified above and further described in Attachment I (Scope of Work) (PROJECT) that furthers the goals and objectives of the DOH DWSRF Program (PROGRAM). The Project will be done by the BORROWER as described in the Attachment I (Scope of Work) and this Contract. The rights and obligations of the parties are governed by this Contract and the following documents are incorporated by reference: (1) General Terms and Conditions including Declarations; (2) Attachment I–Scope of Work; (3) Attachment II–Attorney's Certification; (4) Attachment III–Federal and State Requirements; (5) Attachment IV–Disadvantaged Business Enterprise Requirements; (6) Attachment V–Certification Regarding Debarment, Suspension, and Other Responsibility Matters; (7) Attachment VI–DWSRF Eligible Project Costs; and (8) Attachment VII–Labor Standard Provisions for Subrecipients that are Governmental Entities. By signing below, the parties acknowledge and accept the terms of this Contract.</td></tr>
<tr><td colspan="2">AUTHORIZED REPRESESENTATIVE OF BORROWER</td><td colspan="2">AUTHORIZED REPRESENTATIVE OF DOH</td></tr>
<tr><td colspan="2">_____
Signature

_____
Print Name

_____
Title

_____
Date</td><td colspan="2">_____
Signature

_____
Print Name

_____
Title

_____
Date</td></tr>
</table>

	TEMPLATE APPROVED AS TO FORM ONLY Lisa Koperski, AAG Signature on File Sept. 16, 2025 Date

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3.5.	FUNDING INFORMATION
3.6.	SPECIAL TERMS AND CONDITIONS
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4.68.	CODE REQUIREMENTS
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ATTACHMENT VI	DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name: City of Spokane
Loan Number**:** DWL31569-0
Application number 2024-4328
Award Year: 2025
State Wide Vendor Number: 0003387-05

3.2. PROJECT INFORMATION (PROJECT)

Project Title: Latah Valley Transmission
Project Location (City or County): Spokane
Project State: WA
Project Zip Code: 99201

Project Scope of Work- Attachment I attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding CONTRACT performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount: $4,800,000
Loan Fee (Included in loan amount if applicable): $0
Principal Loan Forgiveness %: 35%
Loan Term: 24 years
Interest Rate: 1.75%
Payment Month(s): October 1st Annually
Earliest Date for Construction Reimbursement: One year prior to contract execution
Time of Performance: 48 months from Contract start date
(date of last signature) to Project Completion date.

Notice to Proceed: 18 months from Contract start date (date of last signature)

3.5. FUNDING INFORMATION

Total Funds from BORROWER: To be determined
Source(s) of Funds from Borrower, with assigned amounts per source: To be determined
Total State Funds: To be determined
Total Amount of Federal Award (as applicable): To be determined
Total Amount of Loan: $4,800,000
Federal Award Date: To be determined
Federal Award ID # (FAIN): To be determined
Amount of Federal Funds Obligated by this Action: To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (***SDWA***) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (***DOH***) has awarded BORROWER identified on the Face Sheet of this CONTRACT a Drinking Water State Revolving Fund Loan (***LOAN***) for the PROJECT defined on the Face Sheet of this CONTRACT. Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (***EPA***), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor." DOH and BORROWER are individually a ***"party"*** and, collectively, the ***"parties."***

4.2. FULL AGREEMENT

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

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

A. Applicable , state and federal statutes
B. Applicable local, state, and federal regulations
C. CONTRACT amendments (if any)
D. The Declarations Page of the CONTRACT
E. The General Terms and Conditions of the CONTRACT
F. Attachment I of the CONTRACT
G. Attachment II of the CONTRACT
H. Attachment III of the CONTRACT
I. Attachment IV of the CONTRACT
J. Attachment V of the CONTRACT
K. Attachment VI of the CONTRACT
L. Attachment VII of the CONTRACT

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as "Loan Amount" in the Declarations (***LOAN AMOUNT***). The LOAN AMOUNT will not exceed 100% of the actual eligible PROJECT costs (***ELIGIBLE PROJECT COSTS***). The parties understand and agree that the LOAN AMOUNT does not include the LOAN FEE which will be charged in accordance with Section 4.5 (Loan Fee) below.

4.5. LOAN FEE

If DOH assessed a "Loan Fee" in the Declarations (***LOAN FEE***), then: (a) the LOAN FEE will be the LOAN FEE shown in the Declarations; (b) the LOAN FEE will be 1% of the loan request; and (c) the LOAN FEE will not be

reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased through CONTRACT amendment, then DOH will assess an additional LOAN FEE equal to 1% of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed through a CONTRACT amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is 24 years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is 20 years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases any or all of the Loan Amount (***LOAN FUNDS***) to BORROWER in accordance with applicable law and PROGRAM AND DOH policies.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, then the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN FUNDS to BORROWER to reimburse BORROWER for ELIGIBLE PROJECT COSTS. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress of the PROJECT made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within 30 days, if BORROWER is not in alleged or actual breach of any CONTRACT with a Washington state agency.

DOH will withhold 10% of LOAN FUNDS until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within 30 calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within 18 months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the Time of Performance set forth in the Declarations (***TIME OF PERFORMANCE***). If there are extenuating circumstances, BORROWER may request, in writing, at least 90 calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this Section, it is a material breach of CONTRACT, and DOH may terminate or suspend this CONTRACT immediately and for cause if DOH so desires.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
E. Documentation of BORROWER's compliance with National Historic Preservation Act of 1966, 54 U.S.C. Subtitle III, Public Law 89-665, as amended (including, without limitation, by Public Law 96-515) (***NHPA*** or ***National Historic Preservation Act***).

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than 1 year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. Payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM. Additionally, BORROWER must either have a dedicated general ledger account for the LOAN AMOUNT or a dedicated bank account for the LOAN AMOUNT to ensure that there is no co-mingling of the LOAN AMOUNT with other municipality resources.

4.13. DEDICATED ACCOUNT FOR LOAN PAYMENTS

Within 30 calendar days of the CONTRACT start date, BORROWER must provide DOH with documentation that BORROWER has an account at an FDIC-insured institution dedicated for repaying the LOAN. The funds and interest accrued in the account must be used solely to make LOAN payments.

During the LOAN TERM, BORROWER will ensure that by September 30th of repayment years, the dedicated account's balance is equal to one years' payment of principal, fees, and interest on the LOAN.

4.14. LOAN DEFAULT

DOH must receive BORROWER'S payment within 30 calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the 1st day past the due date. The penalty will be at the rate set forth by DOH that accords with applicable law but which the parties agree and understand may be 1% of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this Section, including in any alternative dispute resolution proceeding.

4.15. LOAN SECURITY

"Loan Security" (***LOAN SECURITY***) is only required if identified in the Declarations. If LOAN SECURITY is required under the CONTRACT, then:

(a) BORROWER will assist DOH in completing and filing all financing statements or other collateral documentation reasonably required by DOH; and
(b) BORROWER will execute all assignments, security agreements, and financing statements necessary to establish, perfect, and maintain the security interests of DOH.

Nothing in this Section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

Notwithstanding this, in its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to BORROWER's obligations under existing or future bonds and notes.

4.16. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Any amendments, modifications, assignments, and/or waivers to any of the terms and conditions of this CONTRACT supersede those terms as found in the original CONTRACT and will not be binding on the parties unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee (where delegation is made prior to action) has the express, implied, or apparent authority to enter into, alter, amend, assign, modify, or waive any terms, clauses, or conditions of this CONTRACT. Additionally, neither this CONTRACT nor any Claim arising under this CONTRACT, will be transferred or assigned by the BORROWER without prior written consent of DOH.

Neither this CONTRACT nor any Claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including LOAN FEES and/or ineligible project costs (if any) be paid in full as a condition of approval.

Nothing in this CONTRACT (including, without limitation, terms, conditions, assurances, and certifications) may be waived and/or modified unless approved in writing and signed by an authorized representative of DOH. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach will not be deemed to be a waiver of any subsequent default or breach.

4.17. BUILD AMERICA, BUY AMERICA (IF APPLICABLE)

None of the LOAN FUNDS under this CONTRACT will be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel, manufactured products, and construction materials used in the project are produced in the United States including, without limitation, iron and steel, manufactured products, and construction materials in accordance with the Build America, Buy America, Pub. L. No. 117-58, §§ 70901-52 (***BABA***) Requirements and/or any successor legislation. BORROWER hereby represents and warrants to and for the benefit of DOH and any other funding authority and/or source that BORROWER understands this obligation and the requirements of BABA and will use the LOAN FUNDS in accordance with the requirements set forth in this Section.

Notwithstanding this, an authorized representative of DOH may waive this requirement in writing if:

A. Compliance would be inconsistent with the public interest; or
B. The particular products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or
C. Inclusion of products produced in the United States will increase the cost of the overall project by more than 25%; or
D. A waiver is approved by the Environmental Protection Agency (***EPA***).

BORROWER must submit any such waiver request to DOH, which will then submit the waiver request to EPA. The full text of the Build America, Buy America provision can be found under The Infrastructure Investment and Jobs Act (***IIJA***), Pub. L. No. 117-58, which includes BABA,.

4.18. ATTORNEYS' FEES

Unless expressly permitted under another Section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the CONTRACT terms and conditions.

4.19. PROHIBITION AGAINST PAYMENT OF BONUS AND COMMISSION

LOAN FUNDS provided under this CONTRACT will not be used in payment of any bonus or commission for the purpose of obtaining approval of the loan application or any other approval under this CONTRACT. This Section does not prohibit paying reasonable fees for *bona fide* technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS. For the avoidance of doubt, no actual solicitation costs can be paid for

LOAN FUNDS received under this CONTRACT.

4.20. COMPLIANCE

BORROWER will comply with all applicable federal, state, and local laws, requirements, codes, regulations, policies, and ordinances of local and state and federal governments, as now or hereafter amended (including, without limitation, for the design, implementation, and administration) of the PROJECT and this CONTRACT, including, without limitation, those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance as soon as practicable if requested by DOH or its agents.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, and/or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate or suspend the CONTRACT.

4.21. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

i. All material provided to the BORROWER by DOH that is designated as "confidential" by DOH; and

ii. All material produced by the BORROWER that is designated as "confidential" by DOH; and

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

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

C. Unauthorized Use or Disclosure. The BORROWER will notify DOH within 5 working days of BORROWER's discovery of any unauthorized use or disclosure of any confidential information and will take necessary steps to mitigate the harmful effects of such use or disclosure.

4.22. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation (***Dispute***), either party may request a Dispute hearing with the Director of the Office of Drinking Water (***Director***), who may designate a neutral person to decide the Dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral person.

The request for a a Dispute hearing must:

A. Be in writing;
B. State the disputed issues;
C. State the relative positions of the parties;
D. State BORROWER's name, address, and CONTRACT number involved in or related to the Dispute;
E. Provide contact information for the requester's representative; and
F. Be mailed to the Director and the other party's (***Respondent's***) Contract Manager within 3 working days after the parties agree that they cannot resolve the Dispute.

The Respondent will send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the Dispute.

The Director or Director's designee will review the written statements and reply in writing to both parties within 10 working days. The Director or Director's designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and will not be admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding Dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (***ADR***) method in addition to or instead of the Dispute hearing procedure outlined above.

4.23. ELIGIBLE PROJECT COSTS

BORROWER will comply with all obligations set forth under this CONTRACT including, without limitation, Attachment VI-DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors and/or subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
B. Complied with all provisions of the National Historic Preservation Act;
C. Complied with Prevailing Wage requirements;
D. Received approval from DOH of the PROJECT report and related construction documents for all applicable activities described in the PROJECT; and
E. Complied with any other LOAN conditions required by DOH.

For the avoidance of doubt, BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 (Recapture). Any such repayment may be subject to interest on any remaining balance, at the rate determined by state regulations and as allowed under state and federal law.

4.24. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that BORROWER has not and will not submit to DOH any information that is false, incorrect, or incomplete. BORROWER understands and agrees that providing false, fictitious, or misleading information to a state agency or otherwise receiving and attesting to PROGRAM benefits that you are not entitled to is a violation of applicable state law. Such violations may be a criminal violation under state law, including, without limitation, RCW 9A.56.020 (Theft defined), RCW 9A.56.030 (Theft in the 1st degree), RCW 9A.56.040 (Theft in the 2nd degree), or other applicable statutes. Such violations for the receipt and disbursements of LOAN FUNDS may also result in civil penalties or administrative fines. The parties understand and agree that DOH may pursue all applicable remedies for violations by BORROWER under this Section.

4.25. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (***GAAP***) promulgated by the Financial Accounting Standards Board (***FASB***). BORROWER will maintain its records and accounts in accordance with GAAP and other applicable FASB requirements to facilitate any audit under this CONTRACT. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its contractors and/or subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from an audit.

Audits must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with applicable law, regulations, and requirements of this CONTRACT. Any such audit report will also highlight any issues that could have a direct and material effect on DOH.

BORROWER will send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than 9 months after the end of BORROWER's fiscal year. BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within 3 months of the audit report.

4.26. FRAUD AND OTHER LOSS REPORTING

BORROWER will 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 DOH Representative identified on the Face Sheet.

4.27. GOVERNING LAW AND VENUE

This CONTRACT will be construed and interpreted according to the laws of the State of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County. If any provision of this CONTRACT violates any statute or rule of law of the State of Washington, it will be considered modified to conform to that statute or rule of law.

4.28. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements under Section 106 of the National Historic Preservation Act. BORROWER will not begin construction activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the NHPA.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (***THPO***), DOH Contract Manager, and the State's Historical Preservation Officer (***SHPO***) at the Washington State Department of Archaeology and Historic Preservation (***DAHP***). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the State of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's contractors' and/or subcontractors' activities.

BORROWER will include the requirements of this Section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this Section.

4.29. INDEMNIFICATION

To the fullest extent permitted by law, BORROWER will indemnify, defend, and hold harmless DOH, the State of Washington, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims arising out of or incident to BORROWER'S or any BORROWER'S contractors' and/or subcontractors' performance or failure to perform the CONTRACT (including, without limitation, injury or death).

BORROWER'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of BORROWER's agents, employees, representatives, and/or subcontractor(s) (and their agents, employees, and representatives, to the extent that BORROWER is using any contractor and/or subcontractor for the Project). For the avoidance of doubt, BORROWER's obligations under this Section will not be eliminated or reduced by any actual or alleged concurrent negligence of DOH, the State of Washington, agencies of the State, or any of their officials, agents, employees, and/or representatives.

BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the State of Washington includes any Claim by BORROWER'S agents, employees, officers, contractors, subcontractors, and/or contractor or subcontractor employees. Notwithstanding this, the BORROWER's obligations will not include such Claims that may be caused by the sole negligence of the State and its agencies, officers, officials, agents, and/or employees.

BORROWER waives immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officers, officials agents, and/or employees.

4.30. INDEPENDENT CAPACITY OF THE BORROWER

The parties intend that an independent contractor relationship will be created by this CONTRACT. The BORROWER and its employees, officers, representatives, and/or agents performing under this CONTRACT are not employees or agents of the State of Washington or DOH. The BORROWER will not hold itself out as or claim to be an officer or employee of DOH or of the State of Washington by reason hereof nor will the BORROWER make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the PROJECT will be solely with the BORROWER.

4.31. INTERNAL CONTROLS

BORROWER must designate one person as fiscal coordinator of the LOAN. BORROWER must maintain effective internal controls and comply with standards adopted by FASB.

4.32. INSURANCE COVERAGE REQUIREMENTS

A. Insurance Requirements for Reimbursable Activities

The BORROWER will have insurance coverage that is substantially similar to the coverage described in Section 4.28(B) below for all periods in which BORROWER performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the BORROWER or contractor and/or subcontractor, or agents of any of them, while performing under the terms of this CONTRACT.

B. Additional Insurance Requirements During the Term of the CONTRACT

i. The BORROWER shall provide proof to DOH of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this CONTRACT but in no less than $1,000,000 per occurrence. Additionally, the BORROWER is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of or related to subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this CONTRACT and throughout the Commitment Period.

b. Property Insurance. The BORROWER shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this CONTRACT and the Commitment Period.

c. Professional Liability, Errors, and Omissions Insurance. If BORROWER will be providing any professional services to be reimbursed under this CONTRACT, the BORROWER shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the BORROWER and licensed staff employed or under contract to the BORROWER. The

State of Washington, the Department of Health, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the CONTRACT and Commitment Period. BORROWER will require that any subcontractors providing professional services that are reimbursable under this CONTRACT maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the BORROWER for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this CONTRACT shall be $2,000,000 or the highest of planned reimbursement for the CONTRACT period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Health, its agents, officers, and employees as beneficiary.

2. Subcontractors that receive $10,000 or more per year in funding through this CONTRACT shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the BORROWER and the BORROWER's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this CONTRACT until BORROWER has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of BORROWER's receipt of the Closeout Certification Form.

4. Fidelity Insurance for Organizations with No Employees.

The requirement for fidelity insurance described in that term is hereby waived as long as the BORROWER does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington, the Department of Health, and their agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The BORROWER shall instruct the insurers to give DOH 30 calendar days' advance notice of any insurance cancellation or modification.

iii. The BORROWER shall submit to DOH within 15 calendar days of the CONTRACT start date, a certificate of insurance which outlines the coverage and limits defined in this Section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that DOH will be provided 30 days' advance written notice of cancellation. During the term of the CONTRACT, the BORROWER shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, BORROWER shall provide copies of insurance instruments or certifications, at DOH's request and until 6 months after DOH has received a Closeout Certification Form from BORROWER. Copies of such insurance instruments and certifications will be provided within 15 calendar days of DOH's request unless otherwise agreed to by the parties.

iv. BORROWER and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from DOH, the BORROWER may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DOH, the BORROWER will provide: (1) a description of its self-insurance program and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with GAAP and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) FASB, and 3) the Washington State Auditor's annual instructions for financial reporting. BORROWER's participating in joint risk pools will maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Health, and their agents, officers, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

BORROWER will provide annually to DOH a summary of coverages and a letter of self- insurance, evidencing continued coverage under BORROWER's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this CONTRACT.

4.33. INDUSTRIAL INSURANCE COVERAGE

In addition to the requirements set forth in Section 4.[31] (Insurance Coverage Requirements) above, BORROWER understands and agrees that BORROWER and its contractors and/or subcontractors (if any) will comply with the applicable parts of RCW 51 RCW (Industrial Insurance). If BORROWER and/or any of its contractors and/or subcontractors (if any) fail to provide industrial insurance coverage or fail to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER and/or any of its contractors (if any) to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT and transmit the deducted amount to the Washington State Department of Labor and Industries (***L&I***) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the BORROWER and/or any of its contractors (if any).

4.34. LAWS

The BORROWER will comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

4.35. LICENSING, ACCREDITATION, AND REGISTRATION

The BORROWER will comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this CONTRACT.

4.36. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN AMOUNT. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the CONTRACT.

4.37. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this CONTRACT, the BORROWER, including any contractor and/or subcontractor, will comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, without limitation, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, BORROWER, including any contractor and/or subcontractor, will give written notice of this nondiscrimination requirement to any labor organizations with which BORROWER, or contractor and/or subcontractor, has a collective bargaining or other agreement. The LOAN FUNDS will not be used to fund religious worship, exercise, or instruction. No person will be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this CONTRACT.

B. Obligation to Cooperate. BORROWER, including any contractor and/or subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that BORROWER, including any contractor and/or subcontractor, has engaged in discrimination prohibited by this CONTRACT pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, DOH may suspend BORROWER, including any contractor and/or 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 DOH receives notification that BORROWER, including any contractor and/or subcontractor, is cooperating with the investigating state agency. In the event BORROWER, or contractor and/or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this CONTRACT in whole or in part, and BORROWER, contractor, subcontractor, or any or all, may be referred for debarment as provided in RCW 39.26.200. BORROWER or 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. Failure by BORROWER to carry out these requirements is a material

breach of this CONTRACT and subject to termination for cause.

4.38. PAY EQUITY

The BORROWER will ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. BORROWER may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: (a) consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) accounts for the entire differential; and/or

iii. A bona fide regional difference in compensation level must be: (a) Consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) account for the entire differential.

This CONTRACT may be terminated by DOH, if DOH or the Department of Enterprise Services determines that the BORROWER is not in compliance with this Section.

4.39. POLITICAL ACTIVITIES

Political activity of BORROWER employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

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

4.40. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. The BORROWER certifies that all contractors and subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this CONTRACT, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The BORROWER shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for DOH's review upon request. BORROWER is advised to consult the United States Department of Labor and/or the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether and what federal and state prevailing wages must be paid. DOH is not responsible for determining whether or what prevailing wage applies to this Project and/or for any prevailing wage payments that may be required by law.

4.41. PROCUREMENT

BORROWER will comply with all procurement policies, procedures, and requirements for contracting and/or subcontracting for the PROJECT and for obtaining PROJECT-related goods and services funded through this CONTRACT. BORROWER and its contractors and/or subcontractors must receive approval from DOH before entering into any sole source contract or contract where only one bid or proposal was received if the value of the contract is likely to exceed $5,000. BORROWER'S request for DOH approval must include a copy of the proposed contract(s), all related procurement documents, and justification for non-competitive procurement.

BORROWER will ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII-Labor Standard Provisions for Subrecipients That Are Governmental Entities.

BORROWER will maintain records to verify compliance with procurement requirements, including, without limitation, identifying the procurement method used, the reason for selecting the contractor, the rationale used for selecting

the contract type, the reason(s) for selecting and rejecting bidders or qualified firms, and the basis for the contract cost or price.

4.42. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

> "All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.43. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.44. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section [4.20] (Confidentiality/Safeguarding of Information), DOH is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by DOH or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This CONTRACT is not intended to alter DOH's obligations under the PRA. The parties agree that if DOH receives a public records request for files that may include confidential information under Section [4.20] (Confidentiality/Safeguarding of Information), DOH may notify the other party of the request and of the date that the records will be released to the requester unless BORROWER obtains a court order enjoining disclosure. If the BORROWER fails to obtain the court order enjoining disclosure, DOH may release the requested information on the date specified. If the BORROWER obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, DOH will maintain the confidentiality of the information per the court order.

4.45. PUBLICITY

BORROWER agrees not to publish or use any advertising or publicity materials in which the State of Washington or DOH's name is mentioned, or language used from which the connection with the State of Washington's or DOH's name may reasonably be inferred or implied, without the prior written consent of DOH.

4.46. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.47. RECAPTURE

In the event that the BORROWER fails to perform this CONTRACT in accordance with state or federal laws, and/or the provisions of this CONTRACT, DOH reserves the right to recapture LOAN FUNDS from BORROWER in an amount to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds. DOH's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this CONTRACT.

4.48. RECORDKEEPING AND ACCESS TO RECORDS

The BORROWER will 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.

DOH, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement (and any of their agents) will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books (including, without limitation, materials generated under the CONTRACT) of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of 6 years from the date that the debt to DOH is paid in full. This includes, but is not limited to, financial reports.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, BORROWER must keep the records until all litigation, Claims, or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records retention schedules applicable to the BORROWER.

4.49. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this CONTRACT are withdrawn, reduced, or limited in any way by any funding source (including, without limitation, the federal government) during the CONTRACT period, the parties understand and agree that DOH may suspend, amend, or terminate the CONTRACT to abide by the revised funding limitations. The parties understand and agree that BORROWER will be bound by any such revised funding limitations as implemented at the discretion of DOH and, if and as requested by DOH, will meet and renegotiate the CONTRACT accordingly.

4.50. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the federal government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.51. RIGHT OF INSPECTION

At no additional cost, the BORROWER will provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT. At no additional cost, the BORROWER will also provide any documents related to this CONTRACT to DOH upon request to assist DOH in the periodic monitoring of this CONTRACT.

4.52. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any part of this CONTRACT or part of any document incorporated by reference is found to be illegal or invalid for any reason whatsoever, it will not affect the legality or validity of the remainder of the CONTRACT. For the avoidance of doubt, other parts of this CONTRACT that can be given effect without the illegal or invalid part will remain in full force and effect.

4.53. SITE SECURITY

While on DOH premises, BORROWER, its agents, employees, and/or subcontractors will conform in all respects with physical, fire, and other security policies or regulations.

4.54. STATE PUBLIC WORKS

For work done at the cost of the State, BORROWER must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If BORROWER has questions about compliance, BORROWER will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

4.55. SUBCONTRACTING

A. Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible

Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

B. BORROWER will execute binding written agreements will all contractors and subcontractors that will perform work under this CONTRACT.
C. BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT.
D. BORROWER will ensure that any and all contractors and subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this CONTRACT.
E. Neither the BORROWER nor any contractor or subcontractor shall enter into contracts or subcontracts for any of the work associated with the Project contemplated under this CONTRACT without obtaining prior written approval of DOH. In no event will the existence of the contract or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties. This clause does not include grants of employment between the BORROWER and personnel assigned to perform work associated with the Project under this CONTRACT.
F. BORROWER is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this CONTRACT are carried forward to any contracts and/or subcontracts and that BORROWER is responsible for any noncompliance by its contractors and/or subcontractors for work performed on the Project. Every contract and/or subcontract will include a term that DOH and the State of Washington are not liable for Claims or damages arising from a contractor's and/or subcontractor's performance of such contract or subcontract. BORROWER and its contractors and/or subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by applicable law. For the avoidance of doubt, BORROWER's contracts or subcontracts will not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. Also for the avoidance of doubt, BORROWER's contracts and subcontracts will include a term that the State of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.
G. Data Collection - BORROWER will submit reports, in a form and format to be provided by DOH and at intervals as agreed by the parties, regarding work under this CONTRACT performed by contractors and/or subcontractors and the portion of LOAN FUNDS expended for work performed by contractors and/or subcontractors.
H. The BORROWER will maintain written procedures related to contractors and/or subcontractors as well as copies of all contracts and/or subcontracts and associated records. For cause, DOH in writing may: (a) require that the BORROWER amend its procedures for contracts and/or subcontractors as they relate to this CONTRACT; (b) prohibit the BORROWER from hiring contractors and/or subcontractors with a particular person or entity; or (c) require that the BORROWER rescind or amend a contract or subcontract.
I. The BORROWER is responsible to DOH if the contractor and/or subcontractor fails to comply with any applicable term or condition of this CONTRACT. The BORROWER will appropriately monitor the activities of the contractor and/or subcontractor to assure fiscal conditions of this CONTRACT. In no event will the existence of a contract and/or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties.

4.56. 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 including, without limitation, any Recapture provision in this CONTRACT.

4.57. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the BORROWER's income or gross receipts, and/or any other taxes, insurance, or expenses for the BORROWER or its staff shall be the sole responsibility of the BORROWER.

4.58. TERMINATION FOR CAUSE

If DOH determines that BORROWER has failed to comply with the terms and conditions of this CONTRACT in a timely manner, DOH may, at its sole discretion, upon notice to BORROWER, terminate or suspend the CONTRACT in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least 30 business days to cure the breach, if curable. If the breach is not cured or cannot be cured within 30 business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates or suspends this CONTRACT under this Section, DOH is only liable for payment required under the terms and conditions of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination. If DOH terminates or suspends this CONTRACT under this Section, the BORROWER will be liable for damages as authorized by law including, without limitation, 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). Notwithstanding this, DOH reserves the right to suspend all or part of the CONTRACT, withhold further payments, or prohibit the BORROWER from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the BORROWER or a decision by DOH to terminate the CONTRACT.

At DOH's sole discretion, the termination for cause may be deemed a "Termination or Suspension for Convenience" under Section [4.53] if DOH determines that the BORROWER was not in default or if any default or failure to perform under this CONTRACT was outside BORROWER's control, fault, or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided under applicable law. Nothing in this Section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN AMOUNT as prescribed in the Washington Administrative Code (***WAC***) 246-296-150.

4.59. TERMINATION FOR FRAUD

In the event that the BORROWER commits fraud or makes any misrepresentation in connection with the loan application or during the performance of this CONTRACT, DOH reserves the right to terminate or amend this CONTRACT accordingly, including the right to recapture all funds disbursed to the BORROWER under the CONTRACT.

4.60. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT under this Section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. Termination of the CONTRACT will be effective as of the date determined by DOH.

DOH may choose to suspend this CONTRACT, in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension, each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within 5 business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH will be liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS for services rendered or goods received that were incurred prior to the effective date of suspension or termination, and payment for any work done on the CONTRACT prior to the loss of funding will be done in accordance with the requirements of the funding source. Nothing in this Section shall affect BORROWER's obligations to repay the unpaid balance of the LOAN. Nothing in this Section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT. For the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be withdrawn, reduced, or limited in any way after the effective date of this CONTRACT and prior to normal completion of the Project, DOH (at its sole discretion) may terminate the CONTRACT without any notice requirement and/or may amend the CONTRACT to reflect the new funding limitations and conditions. Also, for the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be terminated, this CONTRACT and all obligations, including payment for work done under this CONTRACT, will be terminated without the 10-calendar day notice requirement and instead as of the date of the termination of the funding source.

4.61. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

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 related to the CONTRACT except as may be necessary for completion of such portion of the work under the CONTRACT that is not terminated;

C. Assign to DOH, in the manner, at the times, and to the extent directed by the Authorized Representative, any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH;

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

E. Complete performance of such part of the work associated with the Project as shall not have been terminated by the DOH Authorized Representative;

F. Take such action as may be necessary, or as the DOH Authorized Representative may direct, for the protection and preservation of the property related to this CONTRACT, which is in the possession of the BORROWER and in which DOH has or may acquire an interest; and

G. Preserve and transfer title to DOH and delivery in the manner, at the times, and to the extent directed by the DOH Authorized Representative of any property that if the CONTRACT had been completed would have been required to be furnished to DOH (including, without limitation, materials, CONTRACT deliverables, and/or DOH property in BORROWER's possession) as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur. Notwithstanding this, the parties understand and agree that failure of BORROWER to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

CONTRACT. DOH may withhold from any amounts due the BORROWER for such sum as the DOH Authorized Representative determines to be necessary to protect DOH against potential loss or liability.

Upon termination of this CONTRACT, DOH, in addition to any other rights provided in this CONTRACT, may require the BORROWER to deliver to DOH any property specifically produced or acquired for the performance of such part of this CONTRACT as has been terminated. The rights and remedies of DOH 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.

4.62. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds $100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.63. ACCESS TO DATA

In compliance with RCW 39.26.180, the BORROWER will provide access to data generated under this CONTRACT to DOH, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the BORROWER's reports, including computer models and the methodology for those models.

4.64. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this CONTRACT shall be made by DOH.

4.65. ALLOWABLE COSTS

Costs allowable under this CONTRACT are actual expenditures according to an approved budget up to the maximum amount stated on the CONTRACT Award or Amendment Face Sheet.

4.66. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 ALLOWABLE COSTS

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

4.67. BREACHES OF OTHER STATE CONTRACTS

BORROWER will comply with all other contracts and grant agreements executed between BORROWER and the State of Washington. A breach of any other contract or grant agreement entered into between BORROWER and the State of Washington may, in DOH's sole discretion, be deemed a breach of this CONTRACT.

4.68. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building department and/or DOH.

4.69. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the BORROWER terminate this CONTRACT if it is found after due notice and examination by DOH that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the BORROWER in the procurement of, or performance under, this CONTRACT.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The BORROWER and all subcontractors (if any) will identify any person employed in any capacity by the State of Washington that worked on this CONTRACT, or any matter related to the Project funded under this CONTRACT or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this CONTRACT. Any person identified by the BORROWER and their subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by DOH that a conflict of interest exists, the BORROWER may be disqualified from further consideration for the award of a grant.

In the event this CONTRACT is terminated as provided above, DOH will be entitled to pursue the same remedies against the BORROWER as it could pursue in the event of a breach of the CONTRACT by the BORROWER. The rights and remedies of DOH provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DOH makes any determination under this clause will be an issue and may be reviewed as provided in Section 4.21 (Disputes) of this CONTRACT.

4.70. DUPLICATE PAYMENT

DOH will not pay the BORROWER, if the BORROWER has charged or will charge the State of Washington or any other party under any other grant, subcontract, contract, or agreement, for the same services or expenses. The BORROWER certifies that work to be performed under this CONTRACT does not duplicate any work to be charged against any other grant, subcontract, contract, or agreement.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

DWSRF PROGRAM
CONSTRUCTION LOAN CONTRACT INFORMATION

APPLICATION #2024-4328, CITY OF SPOKANE, LATAH VALLEY TRANSMISSION MAIN

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report, construction documents, and bid documents to Eastern Regional Office for review and approval.
2. Submit SEPA determination.
3. Complete cultural and historical review process. Submit finalization letter.
4. Install approximately 3,700 feet of 48-inch transmission main, valves, fittings, and appurtenances including crossing the BNSF tracks.
5. Submit completed Construction Completion Report.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

APPLICATION #2024-4328, CITY OF SPOKANE, LATAH VALLEY TRANSMISSION MAIN

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	$0
Environmental Review	$0
Historical Review/Cultural Review	$0
Land/ROW Acquisition	$0
Permits	$0
Public Involvement/Information	$0
Bid Documents (Design Engineering)	$300,000
Construction: Estimated Cost. Provide details on following pages.	$3,900,000
Contingency: (10% min, 20% max)	$600,000
DOH Review/Approval Fees:	$0
Sales or Use Taxes	$0
Construction Engineering/Inspection	$0
Insurance:	$0
Audit:	$0
Legal:	$0
Service Meters (Purchase and Installation)	$0
Other:	$0
TOTAL ESTIMATED PROJECT COSTS	**$4,800,000**
DWSRF Loan Origination Fee	**$0.00**
DWSRF Loan Award	**$4,800,000**

APPLICATION #2024-4328, CITY OF SPOKANE, LATAH VALLEY TRANSMISSION MAIN

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		$
Grant #2		$
Other Grants		$
New Grants		$
	Total Grants and Other Non-Matching Funds	**$**
Loans		
This Loan Request	**DWSRF loan (DWL31569-0)**	**$4,800,000**
Other Loan #1		$
Other Loan #2		$
Other Loans		$
New Loans		$
	Total Loans	**$**
Local Revenue		
Source #1		$
Source #2		$
Other Local Revenue		$
New Local Revenue		$
	Total Local Revenue	**$**
Other Funds		
Other Funds		$
Other Funds		$
	Total Other Funds	**$**
TOTAL PROJECT FUNDING		*a)* **$$4,800,000**

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: __ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is __ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND

(MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the CONTRACT identified above; and

I have also examined any and all documents and records, which are pertinent to the CONTRACT, including, without limitation, the application requesting this LOAN.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, in good standing with the Washington Secretary of State, empowered to receive and expend federal, state, and local funds, to contract with the State of Washington, and to receive and expend the LOAN AMOUNT to accomplish the objectives set forth in the CONTRACT and to complete the PROJECT.

2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the LOAN as set forth in the CONTRACT.

3. There is currently no litigation in existence or foreseeable seeking to enjoin the commencement or completion of the PROJECT or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund LOAN extended by DOH with respect to such PROJECT. BORROWER is not a party to litigation, which will materially affect its ability to repay such LOAN on the terms contained in the CONTRACT.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Any terms not defined in this Attachment are set forth in the General Terms and Conditions or the Declarations Section of the Drinking Water State Revolving Fund (Municipal) loan agreement between DOH and BORROWER.

_____ _____

Signature of Attorney Date

_____

Name and BAR Number (WSBA No.)

_____

Address Line 1

_____

Address Line 2

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Federal Environmental and Cultural Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523, as amended
b) Archaeological Resources Protection Act (ARPA), 16 U.S.C. §470 and Public Law 96–95, as amended
c) Clean Air Act, Public Law 84-159 as amended
d) Coastal Zone Management Act, Public Law 92-583 as amended
e) Endangered Species Act, Public Law 93-205 as amended
f) Environmental Justice, Executive Order 12898
g) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
h) Protection of Wetlands, Executive Order 11990
i) Farmland Protection Policy Act, Public Law 97-98
j) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
k) National Historic Preservation Act, paying particular attention to Section 106 requirements
l) Safe Drinking Water Act, Public Law 93-523 as amended
m) Wild and Scenic Rivers Act, Public Law 90-542 as amended
n) Native American Graves Protection and Repatriation Act (***NAGPRA***) (25 USC 32) and associated regulations (43 CFR 10)
o) Code of Federal Regulations 40 Part 141, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)
p) 43 C.F.R. §3, Preservation of American Antiquities
q) 43 C.F.R. §7, Protection of Archaeological Resources

2) Buy America Build America Requirements

DWSRF construction projects chosen for FFATA/Equivalency reporting must comply with the Buy America Build America provisions. Projects started prior to May 14, 2022, may be exempt. Visit the EPA website for more information on the BABA requirements and the waiver process at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

3) Federal Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension Regulations, Executive Order 12549 and associated regulations (e.g., 71 F.R. 66431)
e) H.R. 3547, Consolidated Appropriations Act, 2014, Public Law 113-76 as amended

4) Federal Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
h) 42 USC 12101 et seq. the Americans with Disabilities Act of 1990 and associated regulations (including, without limitation, 28 C.F.R. Part 35) (***ADA***)
i) The Contract Work Hours and Safety Standards Act (40 USC 327-333), as applicable
j) The Genetic Information Nondiscrimination Act of 2008 (***GINA***), 42 USC s. 2000ff et seq.
k) Federal Hatch Act, 5 USC 1501-1508

5) State Laws

a) RCW 27.44, Indian Graves and Records
b) RCW 27.53, Archaeological Sites and Resources
c) RCW 36.70A, Growth Management Act
d) RCW 39.04, Public Works
e) RCW 39.10, Alternative Public Works Contracting Procedures
f) RCW 39.12, Prevailing Wages on Public Works
g) RCW 39.80, Contracts for Architectural and Engineering Services
h) RCW 39.26.180, Contract Management
i) RCW 42.56, Public Records Act
j) RCW 42.17a, Campaign Disclosure and Contributions provision
k) RCW 42.23, Code of Ethics for Municipal Officers-Contract Interests
l) RCW 42.52, Ethics in Public Service
m) Chapter 43.20 RCW, State Board of Health
n) RCW 43.21C, State Environmental Policy Act
o) RCW 43.70, Department of Health
p) RCW 43.155, Public Works Project
q) RCW 49.60, Washington's Law against Discrimination, including, without limitation, RCW 49.60.530(3), Contractors and subcontractors with state for public works or for goods or services—Nondiscrimination requirements
r) RCW 51, Industrial Insurance
s) RCW 68.60, Abandoned and Historic Cemeteries and Historic Graves
t) RCW 70.116, Public Water Systems Coordination Act of 1977
u) RCW 70.119, Public Water Supply Systems Certification and Regulation of Operations
v) RCW 70.119A, Public Water Systems, Penalties & Compliances
w) WAC 25-48, Archaeological Excavation and Removal Permit
x) WAC 246-290, Group A Public Water Systems
y) WAC 246-291, Group B Public Water Systems
z) WAC 246-292, Waterworks Operator Certification Regulations
aa) WAC 246-293, Water Systems Coordination Act
bb) WAC 246-294, Drinking Water Operating Permits
cc) WAC 246-295, Satellite System Management Agencies
dd) WAC 246-296, Drinking Water State Revolving Fund Loan Program
ee) WAC 173-160, Minimum Standards for Construction & Maintenance of Wells
ff) WAC 173, Department of Ecology Rules
gg) Governor's Executive Order 21-02

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ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this Section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this Section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this Section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency
Washington, DC 20460

The terms, “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded”, as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and it principals, certifies by signing below that to the best of its knowledge and belief they:

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 (3) period preceding this CONTRACT, been convicted of or had a civil judgment 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 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 for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,

D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor’s business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

> The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
    a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
    b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
        - F.I.C.A. (Social Security) –employer's share.
        - Retirement benefits.
        - Hospital, health, dental, and other welfare insurance.
        - Life insurance.
        - Industrial and medical insurance.
        - Vacation.
        - Holiday.
        - Sick leave.
        - Military leave and jury duty.

        Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
    c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
        - Competitive Bidding.
        - Audit.
        - Insurance.
        - Prevailing wages.
        - Attorney fees.
        - Environmental Review.
        - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this Section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this Section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this Section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this Section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this Section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/01/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	11/17/2025
Clerk's File #	OPR 2025-0869
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	TERESA FULLER 209-7188
Contact E-Mail	TFULLER@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: ACCEPT WTSC MULTI-JURISDICTIONAL HIGH VISIBILITY ENFORCEMENT GRANT

Agenda Wording

Accept Washington Traffic Safety Commission (WTSC) multi-jurisdictional High Visibility Enforcement (HVE) grant for FY25-26

Summary (Background)

Accept funding from WTSC for multi-jurisdictional HVE patrols in support of Target Zero priorities. The City of Spokane is located in region 16, which as a region was allocated $94,500. The City's estimated share will be approximately $60,000, based on previous years participation in the program. Focused emphasis for this grant includes Impaired Driving Patrols (DUI) CFDA#20.600, Distracted Driving Patrols CFDA#20.616, Click It or Ticket Seatbelt Patrols CFDA#20.616, Speed Patrols CFDA#20.600, and Motorcycle Safety CFDA#20.608. Period of performance is 10/01/2025 - 9/30/2026. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 60,000.00
Current Year Cost	$ 60,000.00
Subsequent Year(s) Cost	$ 0

Narrative

Funds of $60,000 for a 1-year period to be used for overtime costs related to HVE patrols

Amount		Budget Account
Revenue	$ 5,000.00	# 1620-91828-99999-33320-68035
Revenue	$ 30,000.00	# 1620-91829-99999-33320-68035
Revenue	$ 10,000.00	# 1620-91830-99999-33320-68035
Revenue	$ 7,500.00	# 1620-91831-99999-33320-68035
Revenue	$ 7,500.00	# 1620-91832-99999-33320-68035
Expense	$ 60,000.00	# 1620-918xx-21250-5xxxx-68035

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

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

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INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission

AND

Spokane Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5738-Region 16 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 16 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5738-Region 16 HVE was awarded to the WTSC Region 16 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

A Decade of Increasing Traffic Fatalities
The rise in fatalities has been both sharp and persistent:
• 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
• Following this spike, fatalities stabilized between 2015 and 2019.
• In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
• The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
• Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies
This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.
Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:
• Impaired driving enforcement during the Holiday DUI campaign (December 2025).
• Distracted driving enforcement during the Distracted Driving campaign (April 2026)
• Seat belt enforcement during the Click It or Ticket campaign (May 2026).
• Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)
3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand

the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

3.1.4 Project Intent and Best Practice

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe

driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS
Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates
Holiday DUI December 16, 2025 – January 1, 2026

U Drive. U Text. U Pay. April 6 – 13, 2026
Click It or Ticket May 11 – May 31, 2026
It's a Fine Line (optional if funded) July 2026 (Dates TBD)
DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

3.2 PROJECT GOALS
Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION
3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:
• FICA
• Medicare
• Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
• Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated

quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded **$94,500.00** to the WTSC Region 16 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

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 request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

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. ASSIGNMENT
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

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
All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the

activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

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, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

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 adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings

shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of
(a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE
19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION
The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE
21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security

procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB- RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new

funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY
While on WTSC premises, 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. WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly

rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding

fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING
36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)
37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination (“Federal

Nondiscrimination Authorities”). These include but are not limited to:
37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252
37.1.1.2. 49 CFR part 21
37.1.1.3. 28 CFR section 50.3
37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
37.1.1.8. The Civil Rights Restoration Act of 1987
37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)
The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING
None of the funds under this Agreement will be used for any activity specifically designed to urge or

influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS
41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.
DISCLOSURE REQUIREMENTS
41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate

provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. 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	Jerry Noviello
Sergeant	WTSC Program Manager
tfuller@spokanepolice.org	jnoviello@wtsc.wa.gov
509-209-7188	360-725-9897

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.

SUB-RECIPIENT:

Signature: Kevin Hall
Kevin Hall (Sep 17, 2025 14:53:28 PDT)
Email: khall@spokanepolice.org

Signature

Kevin Hall

Printed Name

Chief of Police

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: Jerry Noviello

Email: jnoviello@wtsc.wa.gov

Name: Jerry Noviello
Title: Program Manager

Date

HVE_IAA_Agreement_Spokane Police Departm ent(25437410)_202509171500

Final Audit Report 2025-09-30

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Agenda Sheet for City Council: **Committee:** PIES **Date:** 12/15/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 01/12/2026		**Date Rec'd**	12/10/2025
		Clerk's File #	OPR 2025-0886
		Cross Ref #	
		Project #	
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	MATT COWLES 4115	**Requisition #**	
Contact E-Mail	MCOWLES@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	ACCEPTANCE OF GRANT FUNDS – FY25 COPS HIRING GRANT PROGRAM		

Agenda Wording

The Spokane Police Department is requesting permission to accept grant funding in the amount of $1,000,000 from the Department of Justice, COPS Office, for the FY25 COPS Hiring Program (CHP).

Summary (Background)

SPD applied for and was awarded grant funding from the Dept. of Justice, Office of Community Oriented Policing Services (COPS), to support crucial hiring needs for additional law enforcement officers to increase SPD's community policing capacity and crime prevention efforts.

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

PIES Committee

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 333,333.33 federal with $559,991 local match (2026)
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 666,666.66 Federal with $4,627,339 local match (2027-2030)

Narrative

The grant award amount of $1,000,000 is to help fund 8 new police officer positions over a five-year term. The City estimates the total cost to fund 8 new police officer positions for 5 years at $6,187,330 of which $1,000,000 is from this grant.

Amount		Budget Account
Expense	$ 1,000,000.00	# 1620-91843-21250-Various-99999
Revenue	$ 1,000,000.00	# 1620-91843-99999-33116-99999
Expense	$ 1,611,032.00	# 0680-91843-21250-Various-99999 Match
Expense	$ 3,576,298.00	# 0680-11150-21250-Various-99999 Additional
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	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	COWLES, MATTHEW	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD
City, State and Zip:	SPOKANE, WA 99201
Recipient UEI:	PDNCLY8MYJN3

Project Title: FY25 COPS Hiring Program	**Award Number:** 15JCOPS-25-GG-00776-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: $1,000,000.00	**Federal Award Date:** 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/30

Project Description:
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Award Letter

October 10, 2025

Dear Matthew Cowles,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is $1,000,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
PDNCLY8MYJN3

ORI Number

Street 1
808 W SPOKANE FALLS BLVD

Street 2

City
SPOKANE

State/U.S. Territory
Washington

Zip/Postal Code
99201

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00776-UHPX

Supplement Number
00

Federal Award Amount
$1,000,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.068	COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 COPS Hiring Program

Awarding Agency
COPS

Application Number
GRANT14447252

Grant Manager Name	Phone Number	E-mail Address
Lynette Chambliss	202-598-3402	lynette.chambliss@usdoj.gov

Project Title
FY25 COPS Hiring Program

Performance Period Start Date	Performance Period End Date
10/01/2025	09/30/2030

Budget Period Start Date	Budget Period End Date
10/01/2025	09/30/2030

Project Description
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/15/25 6:49 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$2,611,034	-$2	$2,611,032	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	

SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$2,611,034	-$2	$2,611,032	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$2,611,034	-$2	$2,611,032	
Federal Funds:	$1,000,000	$0	$1,000,000	38.30%
Match Amount:	$1,611,032	$0	$1,611,032	61.70%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition.
State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

Condition 8
Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),’’ as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ‘‘severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ ‘‘sex trafficking,’’ ‘‘Abuse or threatened abuse of law or legal process,’’ ‘‘coercion,’’ ‘‘debt bondage,’’ and ‘‘involuntary servitude’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27
Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208
If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28
Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29
Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is $125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:
• Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
• Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
• Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.
If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30
Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:
• Violent Crime
• Squatting and Encampment Enforcement
• Homeland and Border Security
• Nuisance and Abatement and Quality of Life
• School Based Policing
Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?
Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;
Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32
Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33
Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34
Modifications: Occasionally, a change in an agency’s fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency’s fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35
School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.
If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36
Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37
Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38
Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.
The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 39
Memorandum of Understanding Requirement (for School Resource Officers only)
Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:
• Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
• Your agency's MOU must contain the following information?

o The purpose of the MOU

o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
o Information sharing
o Supervision responsibility and chain of command for the SRO
o Signatures
Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

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

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/26/25 8:59 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time

no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
no value

Signed Date And Time
no value

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	4/14/2025
Clerk's File #	OPR 2025-0871
Cross Ref #	
Project #	2024073
Bid #	
Requisition #	CR 28073

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Engineer Construction Contract
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	LOW BID AWARD - SUNSET HIGHWAY US2 BICYCLE FACILITIES SHARED USE

Agenda Wording

Low Bid of Corridor Contractors (Spokane, WA) for Sunset Hwy (US2) Bicycle Facilities/Shared Use Path - $1,746,222.50. An administrative reserve of $174,622.25, which is 10% of the contract, will be set aside. (West Hills Neighborhood Council)

Summary (Background)

This federally funded project extends the existing shared use path on the north side of Sunset Hwy west of Gov't Way from Royal St. west to Spotted Rd. Note that a subsequent phase will extend this trail to the west. And note that to the east, this proposed trail ties into the Fish Lake Trail extension planned for 2026. Work will be north of the road so lane closures but no detours will be necessary. This work is planned for spring/summer 2026. On November 24, 2025, bids were opened for the above project. The low bid from Corridor Contractors in the amount of $1,746,222.50, which is $1,514,666.00 below the Engineer's Estimate of $3,260,888.50. Nine other bids were received as follows: Liberty Northwest Construction - $1,905,189.50, DW Excavating - $2,077,781.00, NA Degerstrom - $2,174,997.00, Active Construction - $2,222,222.00, Halme Construction - $2,285,215.47, Cameron-Reilly LLC - $2,428,572.00, WM Winkler - $2,458,633.55, Inland Infrastructure - $2,475,475.00 and Granite Construction Company - $3,044,444.00.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,746,222.50
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This project will be paid mostly with federal grant funds in 2026

Amount		Budget Account
Expense	$ 1,746,222.50	# 3200 95164 95300 56501 86147
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City Clerk's No. OPR 2025-0871
Engineering No. 2024073

City of Spokane

PUBLIC WORKS CONTRACT

Title: **SUNSET HWY (US2) BICYCLE FACILITIES/SHARED USE PATH**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CORRIDOR CONTRACTORS, LLC.**, whose address is PO Box 28102, Spokane, Washington 99228, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **SUNSET HWY (US2) BICYCLE FACILITIES/SHARED USE PATH.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2024073 apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $1,746,222.50, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. he Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51

RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract,

the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

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

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

CORRIDOR CONTRACTORS LLC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

25-249

PAYMENT BOND

We, **CORRIDOR CONTRACTORS, LLC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FORTY-SIX THOUSAND TWO HUNDRED TWENTY-TWO AND 50/100 DOLLARS ($1,746,222.50)**, plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SUNSET HWY (US2) BICYCLE FACILITIES/SHARED USE PATH.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

CORRIDOR CONTRACTORS, LLC
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **CORRIDOR CONTRACTORS, LLC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FORTY-SIX THOUSAND TWO HUNDRED TWENTY-TWO AND 50/100 DOLLARS ($1,746,222.50)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SUNSET HWY (US2) BICYCLE FACILITIES/SHARED USE PATH.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

CORRIDOR CONTRACTORS, LLC
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

SCHEDULE A-1

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	$	287.50	$	287.50
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	500.00	$	500.00
4	POTHOLING	5.00 EA	$	700.00	$	3,500.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	1,000.00	$	1,000.00
6	MOBILIZATION	1.00 LS	$	100,000.00	$	100,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	30,015.00	$	30,015.00
8	WORK ZONE SAFETY CONTINGENCY	10,000.00 FA	$	1.00	$	10,000.00
9	SPECIAL SIGNS	40.00 SF	$	46.00	$	1,840.00
10	CLEARING AND GRUBBING	1.00 LS	$	27,716.00	$	27,716.00
11	TREE PROTECTION ZONE	19.00 EA	$	207.00	$	3,933.00
12	REMOVE TREE, CLASS I	22.00 EA	$	555.00	$	12,210.00
13	REMOVE TREE, CLASS II	19.00 EA	$	1,210.00	$	22,990.00

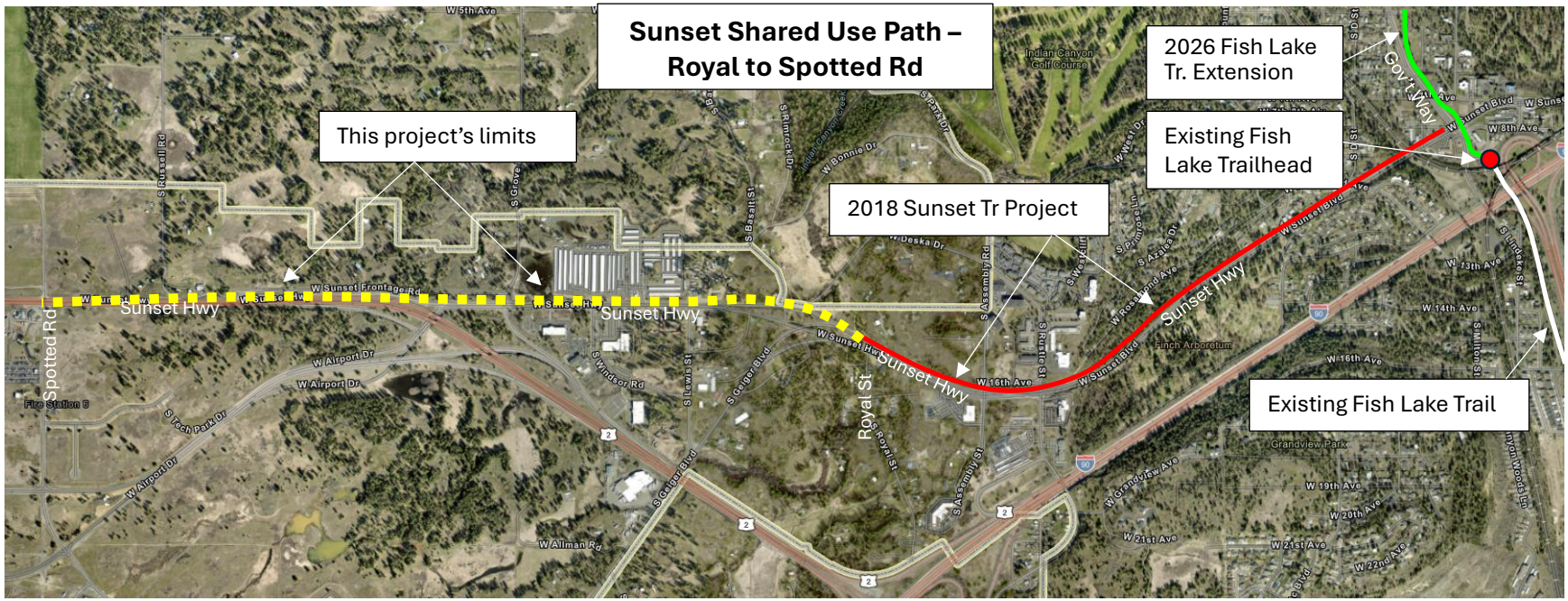
14	TREE PRUNING	27.00 EA	$	220.00	$	5,940.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	$	6,950.00	$	6,950.00
16	REMOVE EXISTING CURB	47.00 LF	$	25.00	$	1,175.00
17	SAWCUTTING CURB	3.00 EA	$	46.00	$	138.00
18	SAWCUTTING FLEXIBLE PAVEMENT	7,907.00 LFI	$	0.50	$	3,953.50
19	SAWCUTTING FLEXIBLE PAVEMENT – CURVILINEAR	607.00 LFI	$	0.50	$	303.50
20	REMOVE EXISTING GUARDRAIL	859.00 LF	$	8.00	$	6,872.00
21	REMOVING GUARDRAIL ANCHOR	6.00 EA	$	260.00	$	1,560.00
22	ROADWAY EXCAVATION INCL. HAUL	2,700.00 CY	$	18.95	$	51,165.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	40.00 CY	$	47.50	$	1,900.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	40.00 CY	$	66.00	$	2,640.00
25	COMMON BORROW INCL. HAUL	795.00 CY	$	37.50	$	29,812.50
26	SELECT BORROW INCL. HAUL	3,105.00 CY	$	30.75	$	95,478.75
27	EMBANKMENT COMPACTION	1,200.00 CY	$	10.50	$	12,600.00
28	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION – ROADWAY EXCAVATION	200.00 CY	$	300.00	$	60,000.00
29	PREPARATION OF UNTREATED ROADWAY	13,300.00 SY	$	1.95	$	25,935.00

30	CONTROLLED DENSITY FILL	15.00 CY	$	250.00	$	3,750.00
31	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	2,750.00 SY	$	3.50	$	9,625.00
32	CRUSHED SURFACING TOP COURSE	2,257.00 CY	$	36.75	$	82,944.75
33	CSTC FOR SIDEWALK, 2 INCH THICK	133.00 SY	$	48.25	$	6,417.25
34	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	32.00 CY	$	83.75	$	2,680.00
35	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 3 INCH THICK	13,300.00 SY	$	21.00	$	279,300.00
36	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 3 INCH THICK	40.00 SY	$	77.00	$	3,080.00
37	COMMERCIAL HMA	10.00 TON	$	440.00	$	4,400.00
38	SOIL RESIDUAL HERBICIDE	13,300.00 SY	$	0.33	$	4,389.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	40.00 SY	$	25.00	$	1,000.00
40	COMMERCIAL CONCRETE	10.00 CY	$	300.00	$	3,000.00
41	CONTRACTOR DESIGNED BURIED STRUCTURE	1.00 LS	$	67,350.00	$	67,350.00
42	CL. III REINF. CONCRETE CULV. 24 IN. DIA.	20.00 LF	$	214.50	$	4,290.00
43	CATCH BASIN TYPE 0	2.00 EA	$	2,190.00	$	4,380.00
44	CATCH BASIN TYPE 1	2.00 EA	$	2,490.00	$	4,980.00

45	VALVE BOX AND COVER	11.00 EA	$	1,000.00	$	11,000.00
46	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	7.00 EA	$	1,300.00	$	9,100.00
47	ABSORPTION TRENCH	350.00 LF	$	147.25	$	51,537.50
48	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION – TRENCHES	10.00 CY	$	300.00	$	3,000.00
49	TRENCH SAFETY SYSTEM	1.00 LS	$	100.00	$	100.00
50	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	171.00 LF	$	73.00	$	12,483.00
51	ESC LEAD	1.00 LS	$	1,000.00	$	1,000.00
52	INLET PROTECTION	4.00 EA	$	50.00	$	200.00
53	SILT FENCE	1,400.00 LF	$	5.00	$	7,000.00
54	TOPSOIL TYPE A, 2 INCH THICK	5,630.00 SY	$	4.95	$	27,868.50
55	HYDROSEEDING	5,630.00 SY	$	1.30	$	7,319.00
56	SWALE DRAIN PAD	4.00 EA	$	172.50	$	690.00
57	CURB DROP INLET	4.00 EA	$	49.50	$	198.00
58	LANDSCAPE BOULDERS, 4 MAN	28.00 EA	$	365.00	$	10,220.00
59	CEMENT CONCRETE CURB	556.00 LF	$	32.25	$	17,931.00
60	CHANNELIZING DEVICES TYPE 2	1.00 EA	$	330.00	$	330.00

61	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	$	2,875.00	$	2,875.00
62	REFERENCE AND REESTABLISH SURVEY MONUMENT	5.00 EA	$	345.00	$	1,725.00
63	CEMENT CONC. SIDEWALK	114.00 SY	$	96.75	$	11,029.50
64	RAMP DETECTABLE WARNING	208.00 SF	$	30.00	$	6,240.00
65	RAMP DETECTABLE WARNING RETROFIT	32.00 SF	$	32.25	$	1,032.00
66	QUARRY SPALLS	621.00 CY	$	62.00	$	38,502.00
67	REMOVE, PROTECT, AND REPLACE EXISTING MAILBOX	12.00 EA	$	500.00	$	6,000.00
68	PEDESTRIAN HYBRID BEACON SYSTEM	1.00 LS	$	179,025.00	$	179,025.00
69	DIRECTIONAL BORING	100.00 LF	$	138.05	$	13,805.00
70	SIGNING, PERMANENT – CONTRACTOR MANUFACTURED SIGNS	1.00 LS	$	27,260.00	$	27,260.00
71	REMOVAL OF EXISTING PAVEMENT MARKINGS	30.00 SF	$	57.00	$	1,710.00
72	PAVEMENT MARKING – DURABLE HEAT APPLIED	325.00 SF	$	14.00	$	4,550.00
73	ROCK RETAINING WALL	600.00 SF	$	46.00	$	27,600.00
74	GRAVEL BACKFILL FOR WALL	60.00 CY	$	47.00	$	2,820.00
75	GRAVITY BLOCK WALL	1,612.00 SF	$	59.00	$	95,108.00

76	REINFORCED DOWELED CURB	148.00 LF	$	31.25	$	4,625.00
77	TRAFFIC ISLAND CONCRETE	58.00 SY	$	51.75	$	3,001.50
78	PEDESTRIAN RAILINGS	4,401.00 LF	$	35.75	$	157,335.75
				Schedule A-1 Subtotal	$	1,746,222.50
Summary of Bid Items				***Bid Total***	$	1,746,222.50


Sunset Shared Use Path – Royal to Spotted Rd
This project's limits
2018 Sunset Tr Project
2026 Fish Lake Tr. Extension
Existing Fish Lake Trailhead
Existing Fish Lake Trail
Sunset Hwy
Spotted Rd
Royal St
Gov't Way
W Sunset Frontage Rd
W Airport Dr
W 16th Ave
W Sunset Blvd
Indian Canyon Golf Course
Finch Arboretum
Grandview Park
Fire Station 6

W 5th Ave
W 5th Ave
Indian Canyon Golf Course
W 6th Ave
W Hartson Ave
W 7th Ave
W 7th-8th Aly
W 7th Ave
W Sunset Blvd
W 8th Ave
S Russell Rd
S Grove Rd
S Basalt St
S Rimrock Dr
W Bonnie Dr
W Deska Dr
S Assembly Rd
S Westcliff Dr
S Pamela Ln
S Azalea Dr
W Rosamond Ave
W Sunset Blvd
W 13th Ave
W 14th Ave
S Lindsey St
W Sunset Hwy
W Sunset Frontage Rd
W Sunset Hwy
W Sunset Hwy
W Airport Dr
W Airport Dr
S Windsor Rd
S Lewis St
S Geiger Blvd
W Sunset Hwy
S Rustic St
W Sunset Blvd
Finch Arboretum
W 16th Ave
W 16th Ave
S Hamilton St
Fire Station 6
S Tech Park Dr
W Airport Dr
S Royal St
W Grandview Ave
Grandview Park
S Canyon Woods Ln
S Geiger Blvd
S Assembly St
W Grandview Ave
W 19th Ave
W 20th Ave
W Allman Rd
W 21st Ave
W 21st Ave
W 22nd Ave
2
2
2
99
99

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CORRIDOR CONTRACTORS, LLC

Business name: CORRIDOR CONTRACTORS LLC

Entity type: Limited Liability Company

UBI #: 604-044-499

Business ID: 001

Location ID: 0001

Location: Active

Location address: 11009 W DENO RD
AIRWAY HEIGHTS WA 99001

Mailing address: PO BOX 28102
SPOKANE WA 99228-8102

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
Airway Heights General Business	14053			Active	Oct-31-2026	Mar-07-2019
Cheney General Business - Non-Resident				Active	Oct-31-2026	Oct-24-2023
Ellensburg General Business - Non-Resident				Active	Apr-30-2026	May-01-2025
Franklin County General Business - Non-Resident	6227			Active	Jul-31-2026	Jul-14-2025

Endorsements

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Liberty Lake General Business - Non-Resident				Active	Sep-30-2026	Sep-03-2025
Minor Work Permit				Active	Oct-31-2026	Aug-07-2019
Pasco General Business - Non-Resident				Active	Jul-31-2026	Oct-09-2025
Spokane General Business - Non-Resident				Active	Oct-31-2026	Oct-27-2016
Spokane Valley General Business - Non-Resident				Active	Oct-31-2026	Jul-27-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
THERENS, JOSHUA M	

The Business Lookup information is updated nightly. Search date and time: 11/24/2025 2:55:09 PM

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Agenda Sheet for City Council:

Committee Meeting Information: PIES | Consent | 10/20/2025 | Duration: 0 min.

Status: **SUBMITTED TO AGENDA**

Council Meeting Date: 01/12/2026 Briefing date: 01/12/2026

Date Rec'd (Clerk use only)	10/9/2025
Clerk's File #	OPR 2025-0887
Cross Ref #	
Project #	2023105
Bid #	
Requisition #	CR 28137
Sponsoring at Administration Request	☐

Submitting Dept*:	ENGINEERING SERVICES	
Contact Name & Phone*:	DAN BULLER	6391
Contact E-Mail*:	DBULLER@SPOKANECITY.ORG	
Agenda Item Type*:	Engineer Construction Contract	Community Engagement Requested: ☐
Council Sponsor(s):	KKLITZKE / Council Sponsor / Council Sponsor	
Lease? Yes ○ No ◉	Grant Related? Yes ◉ No ○	Public Works? Yes ◉ No ○

Agenda Item Name:

LOW BID AWARD - HIGHWAY 195 MEADOWLANE INTERSECTION UPGRADE 2023105

Agenda Wording*:

Low Bid of Selland Construction, Inc., (Wenatchee, WA) for 2023105 - US95/Meadowlane J-Turn $2,175,175.00 plus tax. An administrative reserve of $217,517.50 plus tax, which is 10% of the contract, will be set aside. (Latah/Hangman Valley Neighborhood Council)

Summary (Background)*:

The project shown on the attached exhibit is a significant upgrade to the Hwy 195-Meadowlane interchange. The project reduces the number of turning movements at the current Hwy 195-Meadowlane interchange as shown in the attached exhibit by installation of acceleration/deceleration lanes, moving the southbound off ramp, etc. Construction is planned for 2026. This project is funded by WSDOT. This project previously was on the April PIES agenda but due to delays in getting WSDOT approval, we are bringing it back for council awareness.

Fiscal Impact

Approved in current year budget? ◉ Yes ○ No ○ N/A

Total cost: $ 2,175,175.00

Current year cost: $ 2,175,175.00

Subsequent year(s) cost: $

Narrative: (255 character max)

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

Funding Source ◉ One-Time ○ Recurring ○ N/A

Specify funding source: Grant

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

N/A

Expense Occurrence ◉ One-Time ○ Recurring ○ N/A

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

N/A

Amount **Budget Account**

Expense	$ 2,175,175.00	#	3200 95164 95300 56501 86063
Select	$	#	
Select	$	#	
Select	$	#	
Select	$	#	
Select	$	#	

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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Approvals		Distribution List
Dept Head	BULLER, DAN	Vendor Signer (First & Last Name & E-Mail)
Division Director	FEIST, MARLENE	jrhall@spokanecity.org
Accounting Manager	ZOLLINGER, NICHOLAS	Tax&licenses@spokanecity.org
Legal	HARRINGTON, MARGARET	publicworksaccounting@spokanecity.org
Executive	PICCOLO, MIKE	eraea@spokanecity.org
Additional Approvals		pyoung@spokanecity.org
ACCOUNTING - GRAN	BAIRD, CHRISTI	dbuller@spokanecity.org
PURCHASING	NECHANICKY, JASON	jradams@spokanecity.org

Select Dept 3		mvallen@spokanecity.org
Select Dept 4		

Save Cancel View Related Documents

City Clerk's No. OPR 2025-0887
Engineering No. 2023105

City of Spokane

PUBLIC WORKS CONTRACT

Title: **US 95/MEADOWLANE J-TURN**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SELLAND CONSTRUCTION, INC.**, whose address is PO Box 119, Wenatchee, Washington 98807, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **US 95/MEADOWLANE J-TURN**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2023105 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $2,175,175.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51

RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract,

the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

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

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

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

Attachments that are part of this Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

25-263

PAYMENT BOND

We, **SELLAND CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (2,175,175.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **US 95/MEADOWLANE J-TURN**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

SELLAND CONSTRUCTION, INC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SELLAND CONSTRUCTION, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (2,175,175.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **US 95/MEADOWLANE J-TURN**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SELLAND CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

SCHEDULE A-1

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	$	2,500.00	$	2,500.00
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	900.00	$	900.00
4	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	1,000.00	$	1,000.00
5	MOBILIZATION	1.00 LS	$	170,000.00	$	170,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	90,000.00	$	90,000.00
7	WORK ZONE SAFETY CONTINGENCY	10,000.00 FA	$	1.00	$	10,000.00
8	SPECIAL SIGNS	60.00 SF	$	16.00	$	960.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1,008.00 HR	$	5.00	$	5,040.00
10	CLEARING AND GRUBBING	5.30 ACRE	$	4,500.00	$	23,850.00
11	TREE PROTECTION ZONE	35.00 EA	$	250.00	$	8,750.00
12	REMOVE TREE, CLASS II	11.00 EA	$	1,200.00	$	13,200.00
13	REMOVE TREE, CLASS III	2.00 EA	$	4,500.00	$	9,000.00
14	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	$	3,500.00	$	3,500.00

15	REMOVE EXISTING CURB AND GUTTER	85.00 LF	$	25.00	$	2,125.00
16	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27.00 SY	$	46.00	$	1,242.00
17	SAWCUTTING CURB	2.00 EA	$	500.00	$	1,000.00
18	SAWCUTTING RIGID PAVEMENT	40.00 LFI	$	9.00	$	360.00
19	SAWCUTTING FLEXIBLE PAVEMENT	3,955.00 LFI	$	1.50	$	5,932.50
20	REMOVE HIGH-TENSION CABLE BARRIER	300.00 LF	$	17.00	$	5,100.00
21	ROADWAY EXCAVATION INCL. HAUL	3,600.00 CY	$	25.00	$	90,000.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	$	30.00	$	300.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	$	42.00	$	420.00
24	COMMON BORROW INCL. HAUL	7,100.00 CY	$	27.00	$	191,700.00
25	PREPARATION OF UNTREATED ROADWAY	15,950.00 SY	$	2.00	$	31,900.00
26	CONTROLLED DENSITY FILL	5.00 CY	$	150.00	$	750.00
27	VACATED	0.00 VACATED	$	0.00	$	0.00
28	CRUSHED SURFACING BASE COURSE	4,700.00 CY	$	44.00	$	206,800.00
29	CSTC FOR SIDEWALK, 2 INCH THICK	256.00 SY	$	17.25	$	4,416.00
30	CSTC FOR DRIVEWAYS, 4 INCH THICK	3.00 SY	$	67.00	$	201.00
31	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	9.00 CY	$	148.00	$	1,332.00

32	PERMEABLE BALLAST	5.50 CY	$	120.00	$	660.00
33	HMA CL. 3/8 IN. HEAVY TRAFFIC, 3 INCH THICK	450.00 SY	$	28.00	$	12,600.00
34	HMA CL. 3/8 IN. HEAVY TRAFFIC, 8 INCH THICK	15,500.00 SY	$	37.00	$	573,500.00
35	COMMERCIAL HMA	10.00 TON	$	450.00	$	4,500.00
36	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 4 INCH THICK	835.00 SY	$	28.00	$	23,380.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	835.00 SY	$	25.00	$	20,875.00
38	PLANING BITUMINOUS PAVEMENT	450.00 SY	$	16.50	$	7,425.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	$	(1.00)	$	(1.00)
40	COMPACTION PRICE ADJUSTMENT	22,275.00 EST	$	1.00	$	22,275.00
41	COMMERCIAL CONCRETE	10.00 CY	$	500.00	$	5,000.00
42	SCHEDULE A CULV. PIPE 18 IN. DIA.	20.00 LF	$	100.00	$	2,000.00
43	SOLID WALL PVC CULV. PIPE 6 IN. DIA.	15.00 LF	$	90.00	$	1,350.00
44	MH OR DW FRAME AND COVER (STANDARD)	1.00 EA	$	635.00	$	635.00
45	MH OR DW FRAME AND COVER (LOCKABLE)	1.00 EA	$	700.00	$	700.00
46	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	6.00 EA	$	500.00	$	3,000.00
47	WSDOT DROP INLET TYPE 1	1.00 EA	$	4,000.00	$	4,000.00

48	CLEANING EXISTING DRAINAGE STRUCTURE	3.00 EA	$	500.00	$	1,500.00
49	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	$	30.00	$	300.00
50	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	$	36.00	$	360.00
51	TRENCH SAFETY SYSTEM	1.00 LS	$	1.00	$	1.00
52	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIA.	75.00 LF	$	160.00	$	12,000.00
53	PLUGGING EXISTING PIPE	2.00 EA	$	400.00	$	800.00
54	ESC LEAD	1.00 LS	$	900.00	$	900.00
55	INLET PROTECTION	2.00 EA	$	100.00	$	200.00
56	STREET CLEANING	40.00 HR	$	125.00	$	5,000.00
57	SILT FENCE	200.00 LF	$	5.00	$	1,000.00
58	TOPSOIL TYPE A, 2 INCH THICK	6,655.00 SY	$	4.00	$	26,620.00
59	HYDROSEEDING	6,655.00 SY	$	1.00	$	6,655.00
60	4 IN. PVC IRRIGATION SLEEVE	15.00 LF	$	70.00	$	1,050.00
61	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	$	4,000.00	$	4,000.00
62	CEMENT CONC. CURB AND GUTTER	480.00 LF	$	31.50	$	15,120.00
63	CEMENT CONCRETE DRIVEWAY	27.00 SY	$	86.00	$	2,322.00
64	FLEXIBLE GUIDE POST	92.00 EA	$	65.00	$	5,980.00

65	HIGH-TENSION CABLE BARRIER (4 CABLE)	100.00 LF	$	180.00	$	18,000.00
66	HIGH-TENSION CABLE BARRIER TERMINAL	4.00 EA	$	14,000.00	$	56,000.00
67	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	$	4,500.00	$	4,500.00
68	REFERENCE AND REESTABLISH SURVEY MONUMENT	3.00 EA	$	775.00	$	2,325.00
69	CEMENT CONC. SIDEWALK	256.00 SY	$	95.00	$	24,320.00
70	RAMP DETECTABLE WARNING	16.00 SF	$	15.00	$	240.00
71	ILLUMINATION SYSTEM MEADOW LANE	1.00 LS	$	227,987.00	$	227,987.00
72	SIGNING, PERMANENT – CONTRACTOR MANUFACTURED SIGNS	1.00 LS	$	50,000.00	$	50,000.00
73	REMOVAL OF EXISTING PAVEMENT MARKINGS	3,110.00 SF	$	2.50	$	7,775.00
74	PAVEMENT MARKING – DURABLE HEAT APPLIED	206.00 SF	$	11.00	$	2,266.00
75	PAVEMENT MARKING – DURABLE INLAY TAPE	5,745.00 SF	$	12.00	$	68,940.00
76	PAVEMENT MARKING – DURABLE	152.00 SF	$	10.00	$	1,520.00
77	PLASTIC TRAFFIC ARROW	20.00 EA	$	400.00	$	8,000.00
78	PAVEMENT GROOVING	6,411.00 SF	$	2.50	$	16,027.50
79	ROCK RETAINING WALL	750.00 SF	$	40.00	$	30,000.00
80	REINFORCED DOWELED CURB	162.00 LF	$	40.00	$	6,480.00

81	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	12.00 LF	$	49.00	$	588.00
82	TRAFFIC ISLAND CONCRETE	37.00 SY	$	60.00	$	2,220.00
				Schedule A-1 Subtotal	$	2,175,175.00
Summary of Bid Items				***Bid Total***	$	2,175,175.00

PROPOSED CURB & SIDEWALK

TURNER AVE.

S MEADOW LANE RD

EAGLE RIDGE BLVD.

ACCELERATION LANE

CURRENT INTERCHANGE IS HERE

HWY 195

ACCELERATION LANE

ELIMINATE NORTH BOUND LEFT TURN LANE

RIGHT TURN ONLY FROM MEADOW LANE RD.

E MEADOW LANE RD

MAINTAIN 6' WIDE HMA FOR BICYCLE CROSSING.

ELIMINATE TURN LANE & ACCESS ROAD OFF HWY 195.

ACCELERATION LANE

HWY 195

NORTH BOUND J-TURN

0 125

SCALE

CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

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

PRELIMINARY PROJECT LAYOUT

PROJECT # *2023105*

HWY 195 & MEADOWLANE RD

J-TURN

Plotted On Nov 29, 2023 – 8:50am – J:\2023\2023105\10 – Drawings\Auto CAD\Hwy195 & Meadow Lane.dwg

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SELLAND CONSTRUCTION, INC.

Business name: SELLAND CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 048-006-249

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Mailing address: 1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Page 1 of 2

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Chelan General Business Non-Resident	1666			Active	Dec-31-2026	Apr-27-2010
East Wenatchee General Business - Non-Resident				Active	Dec-31-2026	Jun-18-2017
Ellensburg General Business - Non-Resident				Active	Dec-31-2026	Jan-05-2024
Ephrata General Business - Non-Resident				Active	Dec-31-2026	Jul-19-2024

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Grandview General Business - Non-Resident				Active	Dec-31-2026	Nov-20-2023
Liberty Lake General Business - Non-Resident				Active	Dec-31-2026	Dec-06-2021
Minor Work Permit				Active	Jun-30-2026	Jun-06-2025
Moses Lake General Business - Non-Resident	BUS2011-04251			Active	Dec-31-2026	Jun-27-2011
Moxee General Business - Non-Resident				Active	Dec-31-2026	Nov-05-2021
Selah General Business - Non-Resident	452			Active	Dec-31-2026	Nov-09-2022
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Apr-23-2021
Toppenish General Business - Non-Resident				Active	Jul-31-2026	Jul-10-2025
Underground Storage Tank		2	View Tanks	Active		
Union Gap General Business - Non-Resident				Active	Dec-31-2026	May-21-2020
Waterville General Business - Non-Resident	3129			Active	Dec-31-2026	Apr-08-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRIZENDINE, ADAM	Vice President
GAUL, JASON	Vice President
HEWITT JR, EDWIN	Secretary, Treasurer
SELLAND, BRADLEY	President

The Business Lookup information is updated nightly. Search date and time: 12/15/2025 2:56:53 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Discussion

Council Meeting Date: 01/12/2026

Date Rec'd	12/3/2025		
Clerk's File #	RES 2025-0119		
Cross Ref #			
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 PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPOINTING COUNCIL MEMBERS TO BOARDS, COMMITTEES,		

Agenda Wording

A resolution appointing of City Council members to boards, committees, and commissions for the year 2026.

Summary (Background)

The Council's rules of procedure provide that, unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of council members to inter-governmental committees or boards shall be made by the council president, subject to confirmation by a majority of the city council. This resolution is Council President's proposal to update board and commission assignments for the year 2026.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

Appointments to Boards and Commissions is pursuant to Section 9 of the Spokane City Charter, SMC 02.005.010 and Council Rules of Procedure.

Council Subcommittee Review

Not applicable

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-0119

A resolution appointing of City Council members to boards, committees, and commissions for the year 2026.

WHEREAS, City Council members are included as members of several inter governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes; and

WHEREAS, City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure; and

WHEREAS, pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolutions 2024-0118 and 2025-0063 confirming the Council President's appointments of council members to various boards and commissions for the year 2025; and

WHEREAS, since adoption of its prior resolutions, and as a result of the November 2025 election, the membership of the City Council has changed and it is again necessary to update the appointments to boards and commissions; and

WHEREAS, the council wishes to appoint council members to various boards and commissions for the year 2026 at this time so that council members can begin their participation on their respective boards and commissions as soon as practicable;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached revised list of appointments to the City Council standing committees, inter governmental boards and commissions, and other board as committees as specified in the attached list;

BE IT ALSO RESOLVED, that council members who are appointed to outside boards and commissions shall represent not their individual council districts but the City of Spokane as a whole; and

BE IT ALSO RESOLVED, that each appointment will be in place until the City Council adopts subsequent resolutions to revise the appointments herein, except for the appointment to the Airport Board, which Council President Wilkerson shall serve for a three-year term through December 31, 2028, per Section 7 of that certain Amended Spokane

County/City Airport Agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338); and

BE IT FURTHER RESOLVED that**,** consistent with Resolution 2024-0118, all City Council members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend, which alternate City Council members and proxies will be chosen at the discretion of the Council President; and

BE IT FURTHER RESOLVED, that the Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors; and

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Adopted by the City Council this ____ day of December, 2025.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

[Insert List of Boards and Commissions]

Attachment A:
2026 Spokane City Council Board, Commission, & Committee Appointments

Council President Pro-Tempore: Dillon

Public Safety & Community Health Committee	Council Member(s):
Standing Committee Chair	Telis
Vice Chair	Wilkerson
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court	
Council Subcommittees & Ad Hoc Workgroups:	
Regional Fire Authority Workgroup	Zappone; Telis
PSAP Workgroup	Cathcart; Telis
Internal Boards, Committees, & Commissions:	
External Boards, Committees, & Commissions:	
Board of Health (Appointed by the County - Cities and Towns Rep)	Cathcart
Safe & Healthy Workgroup (Appointed by the Safe & Healthy Task Force)	Cathcart; Wilkerson

Urban Experience Committee	Council Member(s):
Standing Committee Chair	Dillon
Vice Chair	Dixit
City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library	
Council Subcommittees & Ad Hoc Workgroups:	
Housing Action Subcommittee	Dixit
Neighborhood Council Workgroup	Telis; Klitzke; Wilkerson
Internal Boards, Committees, & Commissions:	
CHHS Board	Dixit
Community Assembly	Wilkerson
Human Rights Commission	Telis
Plan Commission	Klitzke
External Boards, Committees, & Commissions:	
Downtown Spokane BID Board (Liaison Member)	Dixit
Downtown Spokane Partnership (Appointed by DSP)	Cathcart
East Sprague BID Board (Liaison Member - rotating)	Telis; Dillon
GMA Steering Committee of Elected Officials	Cathcart; Klitzke; Dillon
Library Board	Telis
Park Board	Dillon
Spokane Arts	Dixit

Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):
Standing Committee Chair	Klitzke
Vice Chair	Zappone
City Divisions Associated with Standing Committee: Public Works; Transportation & Sustainability	
Council Subcommittees & Ad Hoc Workgroups:	
Internal Boards, Committees, & Commissions:	
Climate Resilience and Sustainability Board (Liason Member)	Klitzke
Transportation Commission (Liason Members)	Dixit; Telis; Zappone
External Boards, Committees, & Commissions:	
Airport Board	Wilkerson
BROADLINC Governing Board	Cathcart
Salmon Restoration Lead Entity Community Advisors	Klitzke
Spokane Regional Solid Waste Liaison Board	Klitzke
Spokane Regional Transportation Council	Klitzke; Telis
Spokane Transit Authority (all members are alternates)	Zappone; Klitzke; Cathcart; Dixit

Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Zappone
Vice Chair	Dillon
City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Workgroups:	
Budget Workgroup	Wilkerson; Dillon; Zappone
Council Office Operations Workgroup	Wilkerson; Cathcart; Klitzke
Equity Subcommittee	Dixit
Legislative Workgroup	Dillon; Dixit; Klitzke
Internal Boards, Committees, & Commissions:	
SERS Board	Wilkerson
External Boards, Committees, & Commissions:	
Aging and Long Term Care	Dillon
Association of Washington Cities Board	Zappone
Fire Pension (must include Finance Committee Chair)	Zappone
Lodging Tax Advisory Committee (PFD)	Wilkerson
Tourism and Cultural Investment Committee (TACI)	Zappone
Launch Northwest	Dixit
Police Pension (must inlclude Council President)	Wilkerson
Spokane County Veterans Advisory Board	Klitzke
TPA Commission/Hotel Motel Commission	Zappone
University District PDA	Wilkerson
University District Development Association	Wilkerson
Visit Spokane	Zappone
West Plains PDA/S3R3	Wilkerson
Northeast PDA	Cathcart

Wilkerson	13
Zappone	11
Cathcart	9
Telis	9
Dillon	9
Klitzke	9
Dixit	10

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/3/2025		
Clerk's File #	RES 2025-0120		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ROB SCHULTZ 509-455-6470	**Requisition #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AIRPORT JOINT RESOLUTION AUTHORIZING PROPERTY PURCHASE		

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board authorizing the Spokane Airport Board to purchase property located in Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59th Avenue, in the City of Spokane.

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board authorizing the Spokane Airport Board to purchase property located in Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59th Avenue, in the City of Spokane.

What impacts would the proposal have on historically excluded communities?

N/A, purchase of property

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

N/A, purchase of property

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

N/A, purchase of property

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

N/A, purchase of property

Council Subcommittee Review

N/A, purchase of property

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

Narrative

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

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

City Resolution No: RES 2025-0120
County Resolution No. _____

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

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 24063.0107	)	

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

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

WHEREAS, on September 18, 2025, the Airport Board has recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59th Avenue, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of November 19, 2025, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

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

ADOPTED by the Spokane City Council this _____ day of _____, 2025.

_____
Terri L. Pfister, City Clerk

Approved as to form:

_____
City Attorney

PASSED AND ADOPTED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
MARY L. KUNEY, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF NOVEMBER 19, 2025,
BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON

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REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

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

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

A. Fee simple title to real property and any and all buildings and other improvements thereon, located generally at 10614 W. 59th Avenue, in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

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

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

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

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

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

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

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Dollars ($5,000.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Four Hundred Sixty Five Thousand Dollars ($465,000.00). At Closing (as defined in Section 6.1, below), the

Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

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

4.2 Review of Diligence Materials. Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

4.3 Entry on Property. Up to and through the Investigation Period, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement. In conducting any inspections, investigations or tests of the Property, or if Buyer is not directly entering the Property, its agents and representatives shall (a) provide Seller with a certificate of insurance evidencing that Buyer and its applicable agent and representatives have in place comprehensive general liability insurance in the amount of One Million Dollars ($1,000,000)

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combined single limit for personal injury and property damage per occurrence naming Seller as an additional insured, (b) not unreasonably disturb any residents on the Property, and (c) not unreasonably interfere with the operation and maintenance of the Property.

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

4.5 Review of Title.

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

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

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have seven (7) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions; provided, however, such right shall not apply to any Amended Report issued as a result of Buyer's activities. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing,

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whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may, within five (5) Business Days, either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

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

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

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

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Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

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

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

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

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

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

5.5 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement not arising from Buyer's conduct;

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

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

5.8 There has been no spill of Hazardous Substances (as defined in Section 7.11, below) on the Property that occurred after the expiration of the Investigation Period not arising from Buyer's conduct; and

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

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

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6. Closing.

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

6.2 Closing Costs and Prorations.

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

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

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

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

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible for a period of up to one hundred twenty (120) days following Closing. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

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

6.3 Deliveries at Closing.

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

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

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

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

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

(5) A counterpart original of the Closing Statement.

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

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

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

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

(3) A counterpart original of the Closing Statement.

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

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

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

(2) Record the Deed.

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

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

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

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual or constructive knowledge of Seller without any requirement of due inquiry.

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

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

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

7.4 Condemnation; Access. There is no pending or, to Seller's knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller's knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

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

7.7 Seller's Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and to Seller's knowledge, no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

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7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions and those caused to be present by a party other than Seller which are otherwise unknown to Seller.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller's knowledge, otherwise threatened that would limit or affect operation of the Property.

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

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

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

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form;

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(C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term "Mold" means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

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

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

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

7.15 Knowledge Representative. Seller knows of no other party who is more knowledgeable than Seller with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer's written approval, which may be granted or withheld in Buyer's sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

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

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

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

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 AS IS. Except for the representations and warranties of Seller set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement; (i) Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller and Seller specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to the Property; (ii) Buyer acknowledges that it is being provided a full opportunity to conduct any and all investigations, studies or test it sees fit to perform and that Seller has specifically bargained for Buyer to assume the risk of all unknown conditions as a material part of the consideration for this Agreement; (iii) no independent investigation or verification has or will be made by Seller with respect to any information supplied by or on behalf of Seller concerning the Property. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this Agreement and other statements set forth in in this Section are an integral part of this Agreement and that Seller would not agree to sell the Property to Buyer for the Purchase Price without the disclaimers, agreements and other statements set forth in this Section. This Section shall survive the Closing or earlier termination of this Agreement and shall not merge into the Deed.

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

9.3 Binding Agreements/Authority/Conflicts. Subject to Section 5.4, this Agreement and all exhibits and documents to be delivered by Buyer pursuant to this Agreement have been duly executed and delivered by Buyer and constitute the valid and binding obligations of Buyer, enforceable in accordance with their terms. Subject to Section 5.4, Buyer has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the

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transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Buyer is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

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

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

Seller's Initials: DS Initial Buyer's Initials Initial

12. Default by Seller; Remedies. If Seller is in default of this Agreement, Buyer may, at its election (i) terminate this Agreement and obtain a prompt refund of the Earnest Money; (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

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

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14. Miscellaneous.

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

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

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer:	Spokane Airport c/o Airport Board Attn: David Haring 9000 West Airport Drive, Suite 204 Spokane, Washington 99224 Email: dharing@spokaneairports.net
with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@spokaneairports.net
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black Anaka I. Hansen 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com ahansen@lukins.com
If to Seller:	John Tillison & Tammilee Tillison 1545 Gulf Shores Parkway #338 Gulf Shores, AL 36542 Email: tammileetips2@hotmail.com

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with a copy to:	Lukins & Annis, P.S. Attn: Joe A. Romberg 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: jromberg@lukins.com
If to Escrow Agent:	Spokane County Title Attn: Keith Newell 1010 North Normandie, Suite 100 Spokane, Washington 99201 Email: keith@spokanetitle.com

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

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

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

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

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

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

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

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

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

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

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

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

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

[signature page follows]

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

BUYER:

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

Signed by:
By David Haring
51EDEC9A9B2F4A1...
Name: David Haring
Its: Chief Executive Officer

Date: 11/19/2025

SELLER:

Signed by:
John Tillison
E8BCF3A688E34E2...
JOHN TILLISON

Date: 11/17/2025

DocuSigned by:
TAMMILEE TILLISON
2BF63EBD28094A9...
TAMMILEE TILLISON

Date: 11/17/2025

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This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2025. Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: Keith S. Newell
Name: Keith Newell
Title: ESCROW MANAGER

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EXHIBIT A
LEGAL DESCRIPTION

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

APN: 24063.0107

Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224

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EXHIBIT B
STATUTORY WARRANTY DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.

Abbreviated Legal Description: [•]
Assessor's Parcel Number: 24063.0107

STATUTORY WARRANTY DEED

The Grantor, JOHN TILLISON and TAMMILEE TILLISON, husband and wife, for and in consideration of Ten Dollars ($10.00) in hand paid, conveys and warrants to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]

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DATED this ___ day of _____, 202____.

Exhibit – Do Not Execute
JOHN TILLISON

Exhibit – Do Not Execute
TAMMILEE TILLISON

STATE OF _____)

COUNTY OF _____)

On _____, 20____ before me, _____, personally appeared JOHN TILLISON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein mentioned.

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

WITNESS my hand and official seal.

Signature _____ [Seal]

STATE OF _____)

COUNTY OF _____)

On _____, 20____ before me, _____, personally appeared TAMMILEE TILLISON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein mentioned.

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

WITNESS my hand and official seal.

Signature _____ [Seal]

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

Exhibit A
To Statutory Warranty Deed
Legal Description

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

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Exhibit B
To Statutory Warranty Deed
Permitted Exceptions

[To be inserted prior to closing]

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Consent

Council Meeting Date: 01/12/2026

Date Rec'd	12/4/2025
Clerk's File #	RES 2025-0121
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES		
Contact Name/Phone	DAN BULLER 6391		
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION FOR AUTHORIZED ON-CALL CONSULTANTS FOR PUBLIC WORKS		

Agenda Wording

Resolution for pre-authorized on-call consultants for WSDOT funded projects. Engineering utilizes specialty consultants; geotechnical, cultural resources, real estate acquisition, construction management, surveying and environmental review, to assist in the design/construction of numerous projects.

Summary (Background)

• Each year Engineering Services utilizes specialty consultants (geotechnical engineers, structural engineers, cultural resource consultants, real estate acquisition consultants, surveyors, etc.) to assist in the design and construction of various public works contracts. • Those consultants are selected based on the requirements of RCW 39. A new selection process for each consultant is conducted every year for WSDOT/FHWA funded requirement per WSDOT requirements. • This agenda item pertains to consultants hired for WSDOT funded projects. Under WSDOT rules, we need to have a separate contract with each consultant on each project, a requirement that will result in multiple dozens of contracts. Each contract is typically in the $20,000 - $40,000 range although a couple may exceed $50,000. • To avoid coming to council multiple dozens of times for essentially the same thing, we are requesting a resolution authorizing Engineering Services to enter into contracts with the following firms up to/not to exceed the following dollar amounts. o Geotechnical engineering (RFQ underway, firm not yet determined) - $400,000 o Cultural resources consultant (RFQ underway, firm not yet determined) - $300,000 o Real estate acquisition consultant (RFQ underway, firm not yet determined) $300,000 o Construction management (TD&H Engineering) - $1,250,000 o Construction management (Keller Associates) - $1,250,000 o Surveying (RFQ underway, firm not yet determined) - $200,000 o Environmental review (AEC) - $200,000 Funds expended under these contracts are reimbursed by the public works project (generally a street or trail/sidewalk project) for which the consultant is hired, generally using state/federal loans/grants.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
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	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
dbuller@spokanecity.org	tax&licenses@spokanecity.org
publicworksaccounting@spokanecity.org	jradams@spokanecity.org
eraea@spokanecity.org	

RESOLUTION NO. 2025-0121

A Resolution to authorize City of Spokane Engineering Services Department staff to enter into contracts for WSDOT/FHWA funded projects, for on-call basis contracts with specialty consultants.

WHEREAS, the City of Spokane received funding from WSDOT/FHWA for projects to be completed within the City; and

WHEREAS, as part of these WSDOT contracts, Engineering Services will need to hire specialty consultants on an on-call basis for these WSDOT/FHWA projects; and

WHEREAS, the Specialty Consultants have been selected via a Request for Qualifications (RFQ) process meeting the requirements of state law; and

WHEREAS, there are six specialty consultants for which Engineering Services has advertised or is soliciting requests for qualifications: (1) geotechnical engineering; (2) cultural resources consultant; (3) real estate acquisition consultant; (4) construction management consultant; (5) surveying, and (6) environmental review and

WHEREAS, WSDOT has changed their requirements to require individual project contracts for these specialty consultants to be separate for WSDOT funded projects, rather than use the City's master on-call contracts; and

WHEREAS, this Resolution authorizes Engineering Services Department to enter into contracts with the above referenced specialty consultants for a one year term on as an "as-needed" project basis as follows, without further Council action:

(1) Geotechnical engineering in an amount not to exceed $400,000.00;
(2) Cultural resources consultant in an amount not to exceed $300,000.00;
(3) Real estate acquisition consultant in an amount not to exceed $300,000.00; and
(4) Construction management consultant in an amount not to exceed $1,250,000 for each of two consultants
(5) Surveying in an amount not to exceed $200,000.00.
(6) Environmental review in an amount not to exceed $200,000

-- NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council moves to approve this Resolution and authorize City of Spokane Engineering Services Department to enter into the following on-call contracts for WSDOT/FHWA funded projects, without further Council action:

(1) Geotechnical engineering in an amount not to exceed $400,000.00;
(2) Cultural resources consultant in an amount not to exceed $300,000.00;
(3) Real estate acquisition consultant in an amount not to exceed $300,000.00; and

(4) Construction management consultant in an amount not to exceed $1,250,000 for each of two consultants
(5) Surveying in an amount not to exceed $200,000.00.
(6) Environmental review in an amount not to exceed $200,000.

ADOPTED by City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/01/2025

Committee Agenda type: Discussion

Council Meeting Date: 01/12/2026

Date Rec'd	11/7/2025		
Clerk's File #	RES 2025-0122		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON MCATHCART		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF TOM WILLIAMS AS FIRE CHIEF OF THE SPOKANE FIRE		

Agenda Wording

This resolution approves the appointment of Tom Williams as the Fire Chief of the Spokane Fire Department.

Summary (Background)

This resolution approves the appointment of Tom Williams as the Fire Chief of the Spokane Fire Department.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	

RES 2025-0122 (SPONSOR SUBSTITUTION)(12-22-25)

RESOLUTION 2025 – 0122

A resolution approving the appointment of Tom Williams as the Fire Chief for the Spokane Fire Department.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14.E of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Tom Williams as the Fire Chief of the Spokane Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Tom Williams as the Fire Chief of the Spokane Fire Department.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Discussion

Council Meeting Date: 01/12/2026

Date Rec'd	12/11/2025		
Clerk's File #	RES 2025-0123		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	LISA GARDNER X6957	**Requisition #**	
Contact E-Mail	LGARDNER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION RECOGNIZING THE IMPORTANCE OF CULTURAL CELEBRATIONS		

Agenda Wording

Resolution Recognizing the Importance of Cultural Celebrations Including Dr. Martin Luther King Jr. Day and Juneteenth as Key Moments in American History.

Summary (Background)

The City of Spokane continues to acknowledge and honor the deep significance of cultural celebrations including both Martin Luther King Jr. Day and Juneteenth as essential parts of our shared American history. The National Park Service reports that free entry to National Parks on both MLK Day and Juneteenth has now been removed. What seems to be an attempt to dilute history and historical changemakers. This action undermines their importance in our country's collective history.

What impacts would the proposal have on historically excluded communities?

This resolution encourages the community and the City of Spokane to continue celebrating the diversity of American history.

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?

Recognition and celebration dates have been removed at a federal level. Council can be more intentional in recognizing contributions made by our diverse American experience.

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

NA

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

NA

Council Subcommittee Review

Planning to present to the Equity SC on December 17th.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-0123

Resolution recognizing the importance of cultural celebrations, including Dr. Martin Luther King Jr. Day and Juneteenth, as key moments in American history.

WHEREAS, Martin Luther King Jr. Day and Juneteenth serve as powerful reminders of the essential fight for equality, justice, and human rights that have shaped the core of our nation; and

WHEREAS, Dr. Martin Luther King Jr. emerged as a symbol of hope and bravery, inspiring a movement that promoted civil rights and social justice through peaceful protest, motivating many to stand against systemic racism and inequality; and

WHEREAS, Juneteenth marks a significant milestone in freedom, commemorating the 1865 event when the final remnants of slavery were abolished, symbolizing the ongoing pursuit of freedom and dignity for all Black Americans; and

WHEREAS, both Dr. Martin Luther King Jr. Day and Juneteenth are more than just celebrations of Black history, they are crucial chapters in the broader story of American history, highlighting the vital contributions and sacrifices made by not only Black Americans but all Americans who contributed to advancing our nation's ideals; and

WHEREAS, both holidays recently have come under federal scrutiny, with the National Park Service reporting that free entry to National Parks on both MLK Day and Juneteenth has now been removed, in what is a clear attempt to dilute history and historical changemakers, and thereby undermine the importance of these holidays in our country's collective history; and

WHEREAS, celebrating these holidays encourages a culture of understanding, respect, and unity among all Americans, sparking important discussions and inspiring actions to combat racial injustice and inequality;

NOW, THEREFORE, BE IT RESOLVED, the City of Spokane continues to see diversity as a beautiful mosaic that enhances our collective strength, encompassing varied experiences and identities; and

BE IT ALSO RESOLVED, the City Council encourages our city to continue participating in activities and events that relate to cultural awareness, to celebrate and educate all about the histories, cultures, and contributions made by historically excluded communities, and to be aware, foster pride, and strengthen community bonds through shared learning and recognition of the collective progression Americans have made that shape our country, our city, and our communities; and,

BE IT ALSO RESOLVED, that the City of Spokane will continue to acknowledge our shared history and honor the deep significance of both Martin Luther King Jr. Day and Juneteenth as essential parts of our shared American history; and

BE IT ALSO RESOLVED, that the City of Spokane commits to recognizing, supporting, and actively promoting these holidays through community engagement and partnerships with culturally based organizations, such as the Dr. Martin Luther King, Jr Center, The Spokane NAACP, and the Juneteenth Coalition, as well as through meaningful community events and initiatives aimed at fostering inclusivity, education, and social justice for ***all residents***, thereby reinforcing our motto that “In Spokane, we all belong”; and

BE IT ALSO RESOLVED, that the City of Spokane calls on all community members to engage deeply with these observances, reflect on our collective journey, and work together towards a future where equality, justice, and respect are realities for everyone.

Adopted by the City Council this ____ day of January, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RES 2025-0123 (CATHCART AMENDMENT)(12-23-25)

PURPOSE OF AMENDMENT: This amendment, if adopted, will (1) amend the title of the resolution, (2) amend the fifth recital, and (3) amend the fifth "resolved" clause.

Strike the entirety of the resolution and substitute the following in its place:

RESOLUTION NO. 2025-0123

Resolution recognizing Dr. Martin Luther King Jr. Day and Juneteenth as culturally significant milestones in American history.

WHEREAS, Martin Luther King Jr. Day and Juneteenth serve as powerful reminders of the essential fight for equality, justice, and human rights that have shaped the core of our nation; and

WHEREAS, Dr. Martin Luther King Jr. emerged as a symbol of hope and bravery, inspiring a movement that promoted civil rights and social justice through peaceful protest, motivating many to stand against systemic racism and inequality; and

WHEREAS, Juneteenth marks a significant milestone in freedom, commemorating the 1865 event when the final remnants of slavery were abolished, symbolizing the ongoing pursuit of freedom and dignity for all Black Americans; and

WHEREAS, both Dr. Martin Luther King Jr. Day and Juneteenth are more than just celebrations of Black history, they are crucial chapters in the broader story of American history, highlighting the vital contributions and sacrifices made by not only Black Americans but all Americans who contributed to advancing our nation's ideals; and

WHEREAS, both holidays recently have come under federal scrutiny, with the National Park Service reporting that free entry to National Parks on both MLK Day and Juneteenth has now been removed, undermining the importance of these holidays in our country's collective history; and

WHEREAS, celebrating these holidays encourages a culture of understanding, respect, and unity among all Americans, sparking important discussions and inspiring actions to combat racial injustice and inequality;

NOW, THEREFORE, BE IT RESOLVED, the City of Spokane continues to see diversity as a beautiful mosaic that enhances our collective strength, encompassing varied experiences and identities; and

BE IT ALSO RESOLVED, the City Council encourages our city to continue participating in activities and events that relate to cultural awareness, to celebrate and educate all about the histories, cultures, and contributions made by historically excluded communities, and to be aware, foster pride, and strengthen community bonds through

shared learning and recognition of the collective progression Americans have made that shape our country, our city, and our communities; and,

BE IT ALSO RESOLVED, that the City of Spokane will continue to acknowledge our shared history and honor the deep significance of both Martin Luther King Jr. Day and Juneteenth as essential parts of our shared American history; and

BE IT ALSO RESOLVED, that the City of Spokane commits to recognizing, supporting, and actively promoting these holidays through community engagement and partnerships with culturally based organizations, as well as through meaningful community events and initiatives aimed at fostering inclusivity, education, and social justice for ***all residents***, thereby reinforcing our motto that “In Spokane, We All Belong”; and

BE IT ALSO RESOLVED, that the City of Spokane calls on all community members to engage deeply with these observances, reflect on our collective journey, and work together towards a future where equality, justice, and respect are realities for everyone.

Adopted by the City Council this ____ day of January, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Discussion

Council Meeting Date: 01/12/2026

Date Rec'd	12/10/2025		
Clerk's File #	RES 2025-0124		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	JON SNYDER 6779	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKENECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2026 TRANSPORTATION COMMISSION WORK PLAN RESOLUTION		

Agenda Wording

A resolution establishing the 2026 Transportation Commission Work Plan.

Summary (Background)

This resolution adopts the Transportation Commission 2026 Work Plan as set forth in Attachment A of this resolution.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2025 – 0124

A resolution establishing the 2026 Transportation Commission Work Plan.

WHEREAS, the purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law; and

WHEREAS, pursuant to SMC 04.40.080, 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 to be adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Transportation Commission 2026 Work Plan as set forth in Attachment A.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT 2026 Transportation Commission Work Program Priorities		
Project Name	**Start/Status**	**Transportation Commission Review**
Safe Streets for Spokane advisory review	Ongoing	Ongoing
Inland Empire Way study	Ongoing	TBD
Spokane Falls Blvd study/design	Ongoing	Q1-2026
Sidewalk program	Q4-2025	Q2-2026
Parking system review	Ongoing	Q2-2026
Default speed limits/residential street speed limits	TBD	TBD
Spokane Transit Authority Long Range Plan	Ongoing	Q2-2026
Roadway Design Manual update/quick-build strategies	Ongoing	Q2-2026
Automated Enforcement Traffic Camera expansion	Ongoing	Q2-2026
Revised Process for traffic-calming project selection	Ongoing	Q1-2026
Transportion Benefit District Funding	Ongoing	Q2-2026
Bicycle Priority Network	Ongoing	Q3-2026
Safe Routes to School review	Ongoing	Q3-2026
Grand Blvd design	Ongoing	Q1-2026
Thorpe Road Tunnel Study	Q1-2026	Q1-2026
Bicycle Master Plan Amendments	Q1-2026	Q3-2026
Mandated / Regular Items		
6-Year Transportation Program update	Annual/Spring approval	
Transportation Benefit District project selection	Annual/1st touch March--Final Vote July?	
Street designation and classification review	As needed	
Traffic Calming project review	Annual/1st touch Sept., final vote Nov.	
Local Option Parking Tax transportation Project Program	February	
Transportation Commission Annual Report	March	
Construction season review	Annual/October	
Street standard review	Annual or as needed	

Agenda Sheet for City Council: **Committee:** PIES **Date:** 12/15/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	12/10/2025
		Clerk's File #	RES 2025-0125
		Cross Ref #	
Council Meeting Date: 01/12/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	JON SNYDER 6779	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2026 CLIMATE RESILIENCE AND SUSTAINABILITY BOARD WORK PLAN		

Agenda Wording

A resolution establishing the 2026 Climate Resilience and Sustainability Board Work Plan.

Summary (Background)

This resolution adopts the Climate Resilience and Sustainability Board 2026 Work Plan as set forth in Attachment A of this resolution.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2025 – 0125

A resolution establishing the 2026 Climate Resilience and Sustainability Board Work Plan.

WHEREAS, the purpose of the Climate Resilience and Sustainability Board is 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 consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law; and

WHEREAS, pursuant to SMC 04.41.060, the Climate Resilience and Sustainability Board shall establish an annual work plan in consultation with the appropriate City staff designated by the Mayor, which shall be adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Climate Resilience and Sustainability Board 2026 Work Plan as set forth in Attachment A.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT 2026 Climate Resilience & Sustainability Board Work Program Priorities		
Project Name	**Start/Status**	**CRSB Review**
Biochar pilot project w/ Parks	Ongoing	Q1-2026
Draft water conservation ord.: landscaping & commercial users	Ongoing	Q2-2026?
Update of commercial water rate structure	Ongoing	Q1-2026
Public Transit as a GHG reduction strategy	Q1-2026	Q2-2026
Aquifer Protection Area plan (for funds that will be available in 2027)	TBD	Q3-2026
Waste to Energy tour & workshop (carbon sequestration discussion)	TBD	Q1-2026
Recycling markets & related policy/zero waste strategies workshop	Ongoing	Q3-2026
Strategies to Implement Comp Plan Climate Element	Q3-2026	Q3-Q4-2026
Carbon sequestration policy	Q3-2026	Q3-2026
Mandated / Regular Items		
Climate Element of the Comp Plan update	Ongoing/Vote in February	
Master Water Conservation Plan technocal advisory committee	Q1-2026	
State legislative agenda recommendations	Q2-2026	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	ORD C36795
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 342-6913
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON ZZAPPONE
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	AN ORDINANCE RELATING TO THE EXECUTIVE AND ADMINISTRATIVE

Agenda Wording

An ordinance relating to the Executive and Administrative Organization; repealing Chapters 03.01A, 06.06; adopting new Chapters 03.01B and 05A.20; amending Section 05A.06.010 of the Spokane Municipal; and setting an effective date.

Summary (Background)

The City of Spokane executive branch, led by the Mayor, is organized into divisions, administrative departments, and administrative offices. Section 25 of the City Charter requires the "rights, powers, and duties" of departments to be prescribed and discontinued by ordinance.

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?

This proposal aligns with Section 25 of the City Charter.

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	

ORDINANCE NO. C36795

An ordinance relating to the Executive and Administrative Organization; repealing Chapters 03.01A, 06.06; adopting new Chapters 03.01B and 05A.20; amending Section 05A.06.010 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane executive branch, led by the Mayor, is organized into divisions, administrative departments, and administrative offices; and

WHEREAS, Section 25 of the City Charter requires the "rights, powers, and duties" of departments to be prescribed and discontinued by ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 02.005.010 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.010 Council President and City Council

A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:

1. Appoint, evaluate and discharge the Hearing Examiner;

2. appoint, evaluate, and discharge the City Council's full-time, seasonal, project and interim staff, as provided in Section 02.005.030;

((~~3. approve the appointment by the Mayor of the City Attorney, the City Clerk, and the permanent, acting, or interim administrative head in each department and division; provided:~~

a. ~~any person appointed for the position of department head on a permanent basis shall be placed on the city council agenda by the mayor within 30 days of the appointment and considered for approval pursuant to section 24 of the city charter;~~

b. ~~persons appointed for the job positions of interim or acting department head shall serve as such for up to 180 days, which period can be extended for up to an additional 180 days by city council resolution;~~))

((4)) 3. appoint nominees of the Mayor to boards, commissions, and other official City agencies, unless otherwise provided;

((~~5~~)) 4. hire, supervise, evaluate, and discharge their individual legislative assistants.

B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.

C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.

D. The City Council shall establish standing and ad hoc committees by rule to assist in the performance of its assigned duties.

E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a City Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and applicable City Council Rules of Procedure.

F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, other individuals recognized by the committee, and members of the public who sign up to testify pursuant to council rules. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting.

Section 2. That Chapter 03.01A of the Spokane Municipal Code is hereby repealed.

Section 3. That there is adopted a new Chapter 03.01B of the Spokane Municipal Code to read as follows:

Chapter 03.01B Executive and Administration

Article I Administrative Branch
03.01B.010 Divisions Defined and Established
03.01B.011 Administrative Departments Defined and Established

Article II Executive
03.01B.020 Office of the Mayor
03.01B.021 Office of Civil Rights, Equity, and Inclusion

Article III City of Spokane Divisions
03.01B.030 Communications and Marketing
03.01B.031 Community and Economic Development
03.01B.032 Finance and Administration
03.01B.033 Housing and Human Services
03.01B.034 Public Works
03.01B.035 Spokane Police
03.01B.036 Transportation and Sustainability

Article IV Communications and Marketing Division
03.01B.040 Neighborhood Services
03.01B.041 Spokane 311

Article V Community and Economic Development Division
03.01B.050 Arts, Culture, and Historic Preservation
03.01B.051 Code Enforcement
03.01B.052 Development Services
03.01B.053 Planning Services

Article VI Finance and Administration Division
03.01B.060 Accounting
03.01B.061 Facilities Management
03.01B.062 Fleet Services
03.01B.063 Grants Management
03.01B.064 Information Technology
03.01B.065 Management and Budget
03.01B.066 Purchasing and Contracts

Article VII Housing and Human Services Division
03.01B.070 Housing and Homeless Services
03.01B.071 Family and Youth Services

Article VIII Public Works Division
03.01B.080 Engineering Services
03.01B.081 Integrated Capital Management
03.01B.082 Solid Waste Collection
03.01B.083 Solid Waste Disposal
03.01B.084 Wastewater Management
03.01B.085 Water and Hydroelectric Services

Article IX Spokane Police Department
03.01B.090 Administration and Investigation
03.01B.091 Analytics, Research, and Technology
03.01B.092 Patrol

Article X Transportation and Sustainability Division
03.01B.100 Parking Services
03.01B.101 Street

Article XI Stand-alone Administrative Departments
03.01B.110 Office of the City Attorney
03.01B.111 Office of the City Clerk
03.01B.112 Human Resources
03.01B.113 Public Defender
03.01B.114 Spokane Fire Department
03.01B.115 Spokane United 911 Network

Article XII Board-governed Divisions
03.01B.120 Spokane Parks and Recreation
03.01B.121 Spokane Public Library

Article XIII Board-governed Stand-alone Administrative Departments
03.01B.130 Civil Service
03.01B.131 Office of Police Ombuds
03.01B.132 Retirement

Article I. Administrative Branch

Section 03.01B.010 Administrative Divisions Defined and Established

A. A City of Spokane administrative division is an organizational unit with administrative responsibility over two or more administrative departments focused on providing accountable, efficient, and effective City services within a general

functional area of City government. An administrative division shall consist of no more than two employees exempt from civil service. Except as otherwise provided, the administrative divisions listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the Mayor.

B. Administrative divisions may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

C. Pursuant to Section 24 of the City of Spokane Charter, the Mayor appoints all administrative heads and assistant administrative heads of each division. The appointment of the administrative head of each division is subject to approval by the Spokane City Council. A resolution approving the appointment shall be placed on the City Council's agenda within thirty (30) calendar days of the appointment. Any person appointed by the Mayor as an administrative head of a division in an interim or acting capacity may serve up to 180 calendar days and may be extended for up to an additional 180 calendar days by City Council resolution. Any interim appointment shall be deemed terminated 180 days after the initial interim appointment or the city council's extension of the initial interim appointment, as applicable.

D. The City of Spokane consists of the following divisions:

City of Spokane Administrative Divisions
Communications and Marketing
Community and Economic Development
Finance and Administration
Housing and Human Services
Public Works
Spokane Police
Transportation and Sustainability

E. The City of Spokane consists of two divisions that are administered concurrently by an appointed board:

Board-governed Divisions	**Governing Board**
Spokane Parks and Recreation	Spokane Park Board
Spokane Public Library	Spokane Public Library Board of Trustees

Section 03.01B.011 Administrative Departments Defined and Established

A. A City of Spokane administrative department is an organizational unit that has been authorized through the City of Spokane budget to employ at least three employees, with no more than two employees exempt from civil service. Except as

otherwise provided, the administrative departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the Mayor.

B. Administrative departments may consist of one or more offices organized by function or program.

C. Administrative departments and offices may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

D. Pursuant to Section 24 of the City of Spokane Charter, the Mayor appoints all administrative heads and assistant administrative heads in each department. The appointment of the administrative head of each department is subject to approval by the Spokane City Council. A resolution requesting Council approval of the appointment shall be placed on the City Council's agenda within thirty (30) calendar days of the appointment. Any person appointed by the Mayor as an administrative head of an administrative department in an interim or acting capacity may serve up to 180 calendar days and may be extended for up to an additional 180 calendar days by City Council resolution. Any interim appointment shall be deemed terminated 180 days after the initial interim appointment or the city council's extension of the initial interim appointment, as applicable.

E. The appointment and termination of persons within the classified service shall follow the procedures of the civil service system as provided in Section 55 of the City Charter.

F. The City of Spokane consists of the following administrative departments:

Communications and Marketing Division
Office of Neighborhood Services
Spokane 311
Community and Economic Development Division
Arts, Culture, and Historic Preservation
Code Enforcement
Development Services
Planning Services
Finance and Administration Division
Accounting
Facilities Management
Fleet Services
Grants Management
Information Technology
Management and Budget
Purchasing and Contracts

Housing and Human Services Division
Housing and Homeless Services
Family and Youth Services
Public Works Division
Engineering Services
Integrated Capital Management
Solid Waste Collection
Solid Waste Disposal
Wastewater Management
Water and Hydroelectric Services
Spokane Police
Administration and Investigation
Analytics, Research, and Technology
Patrol
Transportation and Sustainability Division
Parking Services
Street

G. The City of Spokane has the following stand-alone administrative departments:

Stand-alone Administrative Departments
City Attorney
City Clerk
Human Resources
Spokane Fire Department
Spokane United 911 Network

H. The City of Spokane has the following stand-alone administrative departments administered concurrently by an appointed board:

Board-governed Administrative Departments	Governing Board
Civil Service	Civil Service Commission
Police Ombuds	Office of the Police Ombuds Commission
Retirement	Spokane Employees' Retirement System Board

Article II. Executive

Section 03.01B.020 Office of the Mayor

A. Pursuant to Section 24 of the City of Spokane Charter, the Mayor is the City of Spokane's Chief Executive Officer, responsible for directing the activities of the City of Spokane's employees and managing the City's biennial budget to ensure

the delivery of efficient and effective services, facilitate economic opportunity, and enhance the quality of life for residents and visitors to Spokane.

B. The Office of the Mayor includes assistants to the Mayor necessary for the efficient operation of City government.

C. The City Administrator and Deputy City Administrator assist the Mayor in the direction of City operations. The City Administrator and Deputy City Administrator are appointed and removed by the Mayor.

D. The Office of Emergency Management, within the Office of the Mayor, administers the City's emergency management program. The Director of Emergency Management is appointed by the Mayor.

E. As provided in SMC 1.02.130, the Mayor may delegate specific functions, authority, and responsibility, including the signing of documents.

F. The Mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the city of Spokane through public education and outreach.

B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.

Article III City of Spokane Divisions

Section 03.01B.030 Communications and Marketing

A. The Communications and Marketing Division informs residents and employees about important City issues and provides opportunities for increased participation

in government.

B. The Communications and Marketing Division consists of the following administrative departments and offices:

Communications and Marketing Division
Administrative Departments
Neighborhood Services (ONS)
Spokane 311
Offices
Creative Services
Web Services

C. The Office of Creative Services, within the Communications and Marketing Division, provides consultation on and produces video, audio, photography, graphics, and digital imaging to support all City communications and marketing. It provides technical AV support within City Hall. Promotes government transparency by recording and publicly sharing city meetings, which fulfills public information requests. Additionally, it manages programming and emergency broadcasts on the city government channel available under the cable franchise agreements.

D. The Office of Web Services, within the Communications and Marketing division, designs, develops, and hosts multiple City websites.

Section 03.01B.031 Community and Economic Development

A. The Community and Economic Development Division leads building plan review, permitting, and inspection of new and existing structures, long-range planning, economic development, historic preservation, and maintains health and safety in the built environment. The Community and Economic Development Division promotes housing development and economic growth with a focus on existing city of Spokane businesses and targeted industries that provide quality, high-wage jobs for the community. The Community and Economic Development Division serves as the liaison to public development authorities, business improvement districts, neighborhood business associations, and regional economic development organizations.

B. The Community and Economic Development Division consists of the following administrative departments:

Community and Economic Development Division
Administrative Departments
Arts, Culture & Historic Preservation
Code Enforcement
Development Services
Planning Services

Section 03.01B.032 Finance and Administration

A. The Finance and Administration Division is responsible for managing all fiscal affairs of the City of Spokane.

B. The Finance and Administration Division consists of the following administrative departments and offices:

Finance and Administration Division
Administrative Departments
Facilities Management
Fleet Services
Grants Management
Information Technology
Management and Budget
Purchasing and Contracts
Offices
Internal Auditor
Performance Management
Risk Management
Taxes and Licenses

C. The Office of the Internal Auditor supports the City of Spokane's governance framework by assessing internal controls, risk management practices, and operational performance through objective, risk-based assurance, and advisory services.

D. The Office of Performance Management provides citywide guidance in project management, continuous improvement, and performance management. The Office of Performance Management serves as the City of Spokane's project management office (PMO).

E. The Office of Risk Management administers the City's self-insured property and liability fund to ensure the City resolves claims promptly.

Section 03.01B.033 Housing and Human Services

A. The Housing and Human Services Division serves residents by securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods, and organizations to housing, resources, and services.

B. The Housing and Human Services Division consists of the following administrative departments:

Housing and Human Services Division
Administrative Departments
Housing and Homeless Services
Family and Youth Services

C. The Housing and Human Services Division serves as the administrative liaison to the Community, Housing, and Human Services (CHHS) Board.

Section 03.01B.034 Public Works

A. The Public Works Division provides services critical to residents' lives, including the City's major utility enterprises, including water, wastewater, and solid waste.

B. The Public Works Division consists of the following administrative departments and offices:

Public Works Division
Administrative Departments
Engineering Services
Integrated Capital Management
Solid Waste Collection
Solid Waste Disposal
Wastewater Management
Water and Hydroelectric Services
Offices
Utility Billing

C. The Office of Utility Billing executes the billing process for utilities, both internally and externally. This process includes meter reading, billing production, customer service, credit & collection services, and inter-fund billing.

Section 03.01B.035 Spokane Police Department

A. The Spokane Police Department (SPD) provides evidence-based, constitutional, and community-centered policing as the primary law enforcement agency of the city of Spokane.

B. The Spokane Police Department is a division with the following administrative departments:

Spokane Police Department
Administrative Departments
Administration and Investigation
Analytics, Research, and Technology

Patrol

Section 03.01B.036 Transportation and Sustainability

A. The Transportation and Sustainability Division leads the delivery of transportation services and infrastructure, and coordinates sustainability efforts across the city, to improve the livability, safety, and mobility of all residents.

B. The Transportation and Sustainability Division consists of the following administrative departments:

Transportation and Sustainability Division
Administrative Departments
Parking Services
Street

C. The Director of Transportation and Sustainability, or their designee, serves as the administrative liaison to the City's Transportation Commission and Climate, Resilience, and Sustainability Board.

Article IV Communications and Marketing Division

Section 03.01B.040 Neighborhood Services (ONS)

A. Pursuant to Section 71 of the City of Spokane Charter, the Office of Neighborhood Services (ONS) is an administrative department within the Communications and Marketing Division that serves as the liaison between the legislative and executive branches of the City, the neighborhood councils, and the Community Assembly.

B. Pursuant to Section 72 of the City of Spokane Charter, the Director of Neighborhood Services serves as the administrative head of the Office of Neighborhood Services.

Section 03.01B.041 Spokane 311

Spokane 311 is an administrative department within the Communications and Marketing Division that serves as the centralized customer service office managing customer service requests from residents and visitors by phone, online, and in person.

Article V Community and Economic Development Division

Section 03.01B.050 Arts, Culture, and Historic Preservation

A. Arts, Culture, and Historic Preservation is an administrative department within the Community and Economic Development Division. The Arts, Culture, and Historic Preservation Department fosters stewardship and investment in historic properties by providing incentives to redevelop, rehabilitate, and revitalize properties and buildings while preserving character, creating construction jobs, and increasing the tax base for the community. The department also promotes, develops, and executes programs to enhance public awareness of and interest in the arts and the preservation of the city of Spokane's cultural heritage.

B. The Historic Preservation Officer, or their designee, serves as the administrative liaison to the Spokane City/County Historic Landmarks Commission.

C. Arts, Culture, and Historic Preservation Department serves as the administrative liaison to the Spokane Arts Commission.

Section 03.01B.051 Code Enforcement

Code Enforcement is an administrative department within the Community and Economic Development Division that serves as the primary contact for land use complaints and is responsible for enforcing the City’s health, zoning, safety codes, and ordinances.

Section 03.01B.052 Development Services

Development Services is an administrative department within the Community and Economic Development Division that reviews and approves plans, issues building and occupancy permits, and inspects building projects for compliance with building and other construction codes.

Section 03.01B.053 Planning Services

A. Planning Services is an administrative department within the Community and Economic Development Division responsible for the preparation and maintenance of the City of Spokane Comprehensive Plan to guide the community’s long-term physical, economic, and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design.

B. The Planning Services Department serves as the administrative liaison to the Plan Commission, Bicycle Advisory Board and Design Review Board.

Article VI Finance and Administration Division

Section 03.01B.060 Accounting

Accounting is an administrative department within the Finance and Administration Division responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the closeout of grants and financial assistance awards.

Section 03.01B.061 Facilities Management

Facilities Management is an administrative department within the Finance and Administration Division responsible for the strategic management of all City-owned assets, leases, real estate, and facilities.

Section 03.01B.062 Fleet Services

Fleet Services is an administrative department within the Finance and Administration Division responsible for the management of all vehicles and equipment in the City of Spokane's fleet, including fuel management, installing and maintaining vehicular communication equipment and systems, emergency and preventative maintenance, assisting with the development of specifications for and administering the acquisition of motor vehicles and other rolling equipment, scheduling and performing equipment maintenance and repairs, and maintaining replacement schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.

Section 03.01B.063 Grants Management

Grants Management is an administrative department within the Finance and Administration Division providing centralized management, oversight, and other support services to City divisions and departments involving the application, administration, reporting, and closeout of grants and financial assistance awards.

Section 03.01B.064 Information Technology

Information Technology (IT) is an administrative department within the Finance and Administration Division responsible for information technology application and system support, including electronic mail, telephone system, network infrastructure, helpdesk, GIS, datacenter operations, data management, cyber security, and contract management, including software/hardware/professional services/licensing/fiber.

Section 03.01B.065 Management and Budget

Management and Budget is an administrative department within the Finance and Administration Division that assists the Chief Financial Officer in budget development and administration by reviewing and analyzing the City's financial condition, reporting revenues and expenditures of divisions and departments. The Management and Budget Department is responsible for coordinating the development of the biennial budget, budget control, financial forecasting and planning, and the budget activities of all divisions and departments.

Section 03.01B.066 Purchasing and Contracts Department

A. Purchasing and Contracts is an administrative department within the Finance and Administration Division responsible for the administration and operational support to program managers, including contract engagement and compliance monitoring, relative performance and financial tracking, and budget review. Additionally, the department is responsible for procuring public works, goods, and services through competitive bid, quote, or proposal, processing purchase orders and contracts, managing inventories, and disposing of surplus property.

B. The department director, Director of Purchasing and Contracts, shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing.

Article VII Housing and Human Services Division

Section 03.01B.070 Housing and Homeless Services

Housing and Homeless Services is an administrative department within the Housing and Human Services Division responsible for leading the execution of the Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness and administering the City of Spokane's affordable housing programs.

Section 03.01B.071 Family and Youth Services

Family and Youth Services is an administrative department within the Housing and Human Services Division responsible for the development and execution of programs and partnerships that help families and children thrive in the city of Spokane.

Article VIII Public Works Division

Section 03.01B.080 Engineering Services Department

Engineering Services is an administrative department within the Public Works Division that serves as the design and construction management arm of the City. The Engineering Services Department designs and manages the construction of public streets, sewers, and water systems. The Engineering Services Department also assists private development by inspecting private infrastructure projects for compliance with federal, state, and local requirements.

Section 03.01B.081 Integrated Capital Management (ICM)

Integrated Capital Management (ICM) is an administrative department within the Public Works Division that maintains and manages capital programs in coordination with other City divisions and departments, including coordination of the administration, capital project budgeting, grant and loan funding and program management of the City's utility assets as well as transportation, right of way, stormwater, and all utility capital infrastructure programs. ICM also manages the correlation between these areas and the City of Spokane's Comprehensive Plan related to transportation, stormwater, wastewater, and water infrastructure, and performs short-term and long-term planning analysis. The environmental analytics section of Integrated Capital Management maintains, analyzes, and reports data for the City around greenhouse gases, energy, and climate resilience. The environmental analytics section supports the Planning Services Department with data analysis.

Section 03.01B.082 Solid Waste Collection

Solid Waste Collection is an administrative department within the Public Works Division that is responsible for collecting solid waste, organics and recyclables generated in the city of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the city except as assigned to the Solid Waste Disposal Department as allowed by law.

Section 03.01B.083 Solid Waste Disposal

Solid Waste Disposal is an administrative department within the Public Works Division that handles solid waste disposal and related functions for solid waste generated in the city of Spokane, not assigned to the Solid Waste Collection Department. The Solid Waste Disposal Department maintains and operates the Waste-to-Energy (WTE) facility that processes municipal solid waste in compliance with all environmental permits. It manages long-haul disposal, landfills, special-handling waste, waste-reduction strategies, and recycling education and outreach. The Solid Waste Disposal Department also handles solid waste disposal for other participating local jurisdictions by interlocal agreement.

Section 03.01B.084 Wastewater Management

A. Wastewater Management is an administrative department within the Public Works Division responsible for managing all wastewater in the city of Spokane, including

stormwater. The City's wastewater system includes customers inside the city limits, those outside the city in the City of Spokane's sewer service area, and wholesale flows from Spokane County.

B. The Wastewater Management's sewer maintenance section cleans and maintains the public storm and sanitary sewer mains and pumps on-site private treatment facilities when requested.

C. The Wastewater Management's Riverside Park Water Reclamation Facility (RPWRF) section operates and maintains the City's water reclamation facility, public pump stations, and associated pressure lines. RPWRF also leads the City of Spokane's biosolids management and pretreatment programs.

Section 03.01B.085 Water and Hydroelectric Services

Water and Hydroelectric Services is an administrative department within the Public Works Division that operates and maintains the public water supply system, including fire protection via public fire hydrants. The system includes water mains and pipelines, well stations, reservoirs, and booster stations that deliver clean drinking water to homes and businesses within the City of Spokane's retail water service area, which includes areas both inside and outside the City's corporate limits.

Article IX Spokane Police Department

Section 03.01B.090 Spokane Police Department - Administration and Investigation

Administration and Investigation is an administrative department within the Spokane Police Department that leads the department's victim advocacy, special events management, and dispatch services programs. Administration and Investigation also leads the Major Crimes Unit, Special Victims Unit, Domestic Violence Unit, Civil Enforcement Unit, Criminal Intelligence Unit, and the Special Investigations Unit.

Section 03.01B.091 Spokane Police Department - Analytics, Research, and Technology

Analytics, Research, and Technology is an administrative department within the Spokane Police Department that leads the department's data analytics and technology programs that drive decision-making, prevent crime, improve public safety response, and strengthen police investigations.

Section 03.01B.092 Spokane Police Department - Patrol

Patrol is an administrative department within the Spokane Police Department that leads the Spokane Police Department's response to calls for police services and provides place-based proactive policing to reduce crime through prevention strategies.

Article X Transportation and Sustainability Division

Section 03.01B.100 Parking Services

Parking Services is an administrative department within the Transportation and Sustainability Division that leads the operation and enforcement of on-street parking services provided by the City of Spokane.

Section 03.01B.101 Street

The Street Department is an administrative department within the Transportation and Sustainability Division responsible for providing day-to-day safe and efficient movement of persons and goods throughout the city and for maintaining and preserving the City's public streets, bridges, and traffic control devices. The Street Department has two field operations sections: street maintenance and traffic operations.

Article XI Stand-alone Administrative Departments

Section 03.01B.110 Office of the City Attorney

A. The Office of the City Attorney is an administrative department that renders legal advice, counsel, and services to the Mayor, City Council, all City divisions, departments, City employees, and certain intergovernmental agencies.

B. The Office of the City Prosecutor is the criminal branch of the Office of the City Attorney. It is responsible for the prosecution of all misdemeanor crimes and civil infractions that occur within the city of Spokane. The City Attorney designates the City Prosecutor.

C. Pursuant to Section 32 of the City of Spokane Charter, the City Attorney appoints and removes all Assistant City Attorneys and Assistant City Prosecutors.

Section 03.01B.111 Office of the City Clerk

A. The Office of the City Clerk is an administrative department that serves as the repository for the City's official records and supports both the legislative and administrative branches, while also serving the public by administering the City's

public records request process and facilitating access to the City's records. The City Clerk acts as the City's Records Officer and the editor and publisher of the *Official Gazette*.

B. The City Clerk is a member of the Fire Pension Board and the Police Pension Board.

Section 03.01B.112 Human Resources

A. Human Resources is an administrative department that administers all aspects of employment and labor relations, except the responsibilities of the Civil Service system, for City of Spokane employees and some employees of other local agencies by agreement.

B. The Human Resources Department administers the City of Spokane's workers' compensation program for all employees injured on the job and the City of Spokane's safety program.

Section 03.01B.113 Office of Public Defender

A. The Office of Public Defender is an administrative department that provides legal representation to indigent persons appointed by the Spokane Municipal Court for representation who have been accused of misdemeanor and gross misdemeanor charges under the criminal and motor vehicle sections of the Spokane Municipal Code.
B. The Office of Public Defender handles some Spokane County cases that are conflicted and referred to the City of Spokane through an agreement with the Spokane County Public Defender's office.

Section 03.01B.114 Spokane Fire Department

The Spokane Fire Department is an administrative department that provides firefighter and emergency medical services to residents and visitors to Spokane.

Section 03.01B.115 Spokane United 911 Network

Spokane United 911 Network is an administrative department that serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane. The Spokane United 911 Network operates alternative response lines, monitors alarms, and manages relevant databases and radio requirements.

Article XII Board-governed City of Spokane Divisions

Section 03.01B.120 Spokane Parks and Recreation Division

A. Pursuant to Article V of the City of Spokane Charter, the procurement, disposition, improvement, and management of parks, playgrounds, designated boulevards, designated parkways, trees in streets and other rights-of-way, and other designated public places is vested in the Park Board. The Park Board also adopts a budget for the Spokane Parks and Recreation Division.

B. The Park Board performs its duties and responsibilities through the Spokane Parks and Recreation Division.

C. The Spokane Parks and Recreation Division consists of the following administrative departments:

Spokane Parks and Recreation Division
Administrative Departments
Spokane Parks and Recreation – Budget and Finance
Spokane Parks and Recreation – Operations
Spokane Parks and Recreation – Recreation
Spokane Parks and Recreation – Riverfront Spokane

D. The Spokane Parks and Recreation – Budget and Finance Department, within the Spokane Parks and Recreation Division, performs the finance and budget functions of Spokane Parks and Recreation and serves as administrative staff to the Finance Committee of the Park Board.

E. The Spokane Parks and Recreation – Operations Department, within the Spokane Parks and Recreation Division, provides for park operations functions of Spokane Parks and Recreation. The Spokane Parks and Recreation – Operations Department serves as administrative staff to the Land Committee of the Park Board.

F. The Spokane Parks and Recreation – Recreation Department, within the Spokane Parks and Recreation Division, provides administrative and professional work for the recreation functions of Spokane Parks and Recreation. The Spokane Parks and Recreation – Recreation Department serves as the administrative staff to the Recreation Committee of the Park Board.

G. The Spokane Parks and Recreation – Riverfront Spokane Department, within the Spokane Parks and Recreation Division, provides administrative and professional work for Riverfront Spokane and the entertainment functions of Spokane Parks and Recreation. The Spokane Parks and Recreation – Riverfront Spokane Department serves as the administrative staff to the Riverfront Park committee of

the Park Board.

H. The Director of Parks and Recreation leads the Spokane Parks and Recreation Division. The Director of Parks and Recreation and the administrative heads of each Parks and Recreation division administrative department are appointed by the Mayor and approved by the City Council. The appointment of the Director of Parks and Recreation and the appointment of the administrative heads of each Spokane Parks and Recreation administrative department require concurrence from the Park Board.

I. The Director of Parks and Recreation serves as the administrative liaison to the Park Board.

Section 03.01B.121 Spokane Public Library

A. The Spokane Public Library connects community members of all ages with education, information, resources, and programming. The Spokane Public Library provides access to free books, movies, music, events, printing, computers, Wi-Fi, meeting rooms, research and instruction, business, and workforce support to the community.

B. The Spokane Public Library Board of Trustees is the governing body of the Spokane Public Library and may adopt personnel, procurement, contracting, and other policies pursuant to state law.

C. Pursuant to RCW 27.12, the Executive Director of the Spokane Public Library is appointed by the Spokane Public Library Board of Trustees.

D. The City may perform budgeting, accounting, personnel, and other administrative services for the Spokane Public Library by agreement, provided nothing in this code shall limit the authority of the Spokane Public Library Board of Trustees from adopting and executing policies and procedures for the loaning or renting Spokane Public Library materials or providing education, information, resources, and programming.

E. Spokane Public Library employees are not City of Spokane employees for Civil Service or collective bargaining purposes.

Article XIII Board-governed Stand-alone Administrative Departments

Section 03.01B.130 Civil Service

A. Civil Service is an administrative department governed by the Civil Service Commission that performs duties required by Article VI of the City of Spokane Charter, including Civil Service job descriptions, examinations, maintenance of

eligibility lists, and the investigation and processing of applications and Civil Service Commission appeals.

B. The Chief Examiner is the Director of Civil Service.

C. Pursuant to Section 52 of the City of Spokane Charter, the Chief Examiner is appointed by and reports directly to the Civil Service Commission.

Section 03.01B.131 Office of Police Ombuds

A. The Office of the Police Ombuds (OPO) is an independent administrative department that performs duties required by Article XVI of the City of Spokane Charter.

B. The Police Ombuds is appointed following the procedures provided in SMC 04.32.

Section 03.01B.132 Retirement

A. Retirement is an administrative department responsible for processing pensions for the Spokane Employees' Retirement System (SERS) and the LEOFF 1 Police and Firefighters' Pension plans.

B. Subject to Washington state law, the Spokane Employees' Retirement System (SERS) Board and the Firefighters' Pension Board provide for the proper investment of the money in the respective retirement funds. Under the direction of the respective boards, the Retirement Department administers the investment funds for these pension plans.

C. The Director of Retirement serves as the administrative head of the Retirement Department. The Director of Retirement is appointed by the Mayor and approved by the City Council. The appointment of the Director of Retirement requires concurrence from the Spokane Employees' Retirement System (SERS) Board.

Section 4. That Section 05A.06.010 of the Spokane Municipal Code is amended to read as follows:

Section 05A.06.010 Municipal Court Employees

A. Pursuant to RCW 3.50.080, all employees of the municipal court shall, for all purposes, be deemed employees of the City of Spokane. They shall be appointed by and serve at the pleasure of the presiding municipal judge.

B. The Court Administrator, who shall also have the duties of the Clerk of the Municipal Court, shall be appointed by the Presiding Judge of the Municipal Court upon a majority vote of judges present at a regularly scheduled judges' meeting. Under the direction of the presiding municipal judge, the Court Administrator, as Clerk of the Court, is responsible for the clerical functions of the Court and for the operation of any municipal violations bureau, as may be established under the provisions of RCW **3.50.030**.

Section 5. That there is adopted a new Chapter 05A.20 of the Spokane Municipal Code to read as follows:

Section 05A.20.010 Community Justice Services

A. The Community Justice Services Department operates as the misdemeanant probation department of the Spokane Municipal Court pursuant to the authority granted under Rule 11 of the Administrative Rules for Courts of Limited Jurisdiction (ARLJ 11). The department is responsible for supervising individuals placed under court-ordered supervision or pretrial release to ensure compliance with judicial directives, promote accountability, and enhance public safety. Consistent with evidence-based practices, the department conducts pre-sentence and post-sentence investigations, administers jail alternative programs including electronic monitoring and other court approved services, performs financial eligibility screenings for public defense representation, and facilitates referrals to treatment and community-based programs designed to reduce recidivism. The department collaborates with law enforcement, service providers, and community partners to support rehabilitation, promote victim safety, and uphold the effective administration of justice within the city of Spokane.

B. The Director of Community Justice Services, or equivalent administrative head, shall be responsible for the overall management, operations, and strategic direction of the department. The Director shall be appointed by the Presiding Judge of the Municipal Court, following a majority vote of the judges present at a regularly scheduled judges' meeting.

Section 6. That Chapter 06.06 of the Spokane Municipal Code is hereby repealed.

Section 7. Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 8. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 11/10/2025

Committee Agenda type: Discussion

Council Meeting Date: 12/01/2025

Date Rec'd	11/5/2025		
Clerk's File #	ORD C36808		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 564-1914	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ORDINANCE ADOPTING A RENTAL EVICTION DIVERSION PROGRAM		

Agenda Wording

An Ordinance of the City of Spokane relating to residential evictions entitled, "Pathways to Eviction Diversion for Spokane", and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code.

Summary (Background)

An ordinance adopting a rental eviction diversion program within the City of Spokane. This program is designed to prevent homelessness, restore the landlord tenant relationship, and ensure safe and healthy rental housing in Spokane.

What impacts would the proposal have on historically excluded communities?

There should be no negative impacts to historically excluded communities. Eviction diversion funds are allocated to different non-profit organizations meeting the needs of all communities.

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

Data will be collected as required by the grantee.

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

? Data will be collected as required by the grantee.

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

This ordinance protects renters and landlords, providing a pathway to preventing eviction.

Council Subcommittee Review

None - going to Urban Experience

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

Narrative

Grant funds are received to fund these programs

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

Funding Source	Recurring
Funding Source Type	Grant

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head		**ACCOUNTING -**	BROWN, SKYLER
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORD C 36808 (SPONSOR SUBSTITUTION) (11-12-25)

ORDINANCE C36808

An Ordinance of the City of Spokane relating to residential evictions entitled, “Pathways to Eviction Diversion for Spokane”, and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code.

WHEREAS, housing in Spokane directly impacts the quality of life at the most basic human level, and it is imperative to find solutions that will allow tenants to maintain their tenancies and also ensure that payments are made to landlords who face potential economic hardship if rents are not paid; and

WHEREAS, eviction diversion programs are designed to provide critical, targeted support to vulnerable families and individuals in the City of Spokane who are at risk of losing their homes; and

WHEREAS, it is the objective of the City of Spokane to preserve the housing relationship between landlords and tenants, prevent homelessness, and facilitate conciliation that will prevent evictions; and

WHEREAS, it is the desire of the City of Spokane to develop strategies to help people stay housed due to the significant and increasing unhoused crisis and a growing number of people in danger of losing their housing; and

WHEREAS, the City of Spokane existing eviction prevention programs will provide landlords and tenants with the “time, information, and resources necessary to resolve their housing problems without prolonged litigation”; and

WHEREAS, creativity and collaboration can assist with connecting landlords and tenants and achieving increased housing stability, encourage joint problem-solving, and provide access to justice as both an alternative and complement to court proceedings; and

WHEREAS, in order to protect families, promote community, and reduce

homelessness, it is Spokane's intent to continue its commitment to balance the needs of the landlord, tenant, and the City of Spokane while creating a partnership to ensure safe, healthy and thriving rental housing in Spokane.

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That there is enacted a new section 10.57.200 of the Spokane Municipal Code to read as follows:

Section 10.57.200 Definitions for Tenant Diversion Program

A. Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease, an increase in rent requiring notice under 10.57.160 SMC, or seeking a mutual termination agreement.

B. "Good faith" is an honest intention to operate with a state of mind denoting honesty of purpose and being faithful to one's duty or obligation under this chapter.

C. "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

D. "Notice" means written notice required by Section 10.57.230.

E. "Tenancy" refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.

F. "Tenant" is any person who occupies a dwelling unit legally, primarily for living or dwelling purposes.

Section 2. There is enacted a new Section, 10.57.210 to read as follows:

Section 10.57.210 Notice of Eviction Prevention Resources to Tenant

A. Landlords shall provide written notice of contact information for all city-funded eviction prevention programs:
    1. At the time of lease/rental agreement signing; and
    2. At the time of service of a notice to pay or vacate.
B. An updated list of city-funded eviction prevention programs shall be provided to landlords by the City of Spokane on the City's website.

Section 3. There is enacted a new Section, 10.57.220 to read as follows:

Section 10.57.220 Eviction Pre-Filing Early Dispute Resolution

A. The City of Spokane may designate or authorize the operation of a pre-filing residential eviction diversion program to facilitate dispute resolution between landlords and tenants; or facilitate the acquisition of rental assistance, if available. This engagement will begin when a notice to pay or vacate has been issued to the tenant by the landlord. While the pre-filing diversion program is offered on a voluntary basis, rental assistance funds may not be available.

B. Unless exempted under this section, when a pre-filing eviction diversion program is offered consistent with subsection (A) above that includes rental assistance funds, no landlord shall have a lawful basis to evict a tenant unless the landlord has complied with the following requirements:

    1. The landlord has enrolled with the pre-filing eviction diversion

program and provided notice of diversion resources to the tenant consistent with section SMC 10.57.230; and

2. The landlord participates in the eviction diversion program in good faith, as defined by the City, for no less than thirty (30) days.

C. The landlord is not obligated to comply with this section under the following circumstances:

1. The tenant does not comply with statutory duties as outlined in RCW 59.18.130 or 59.18.140; and the activity on the premises substantially affects the health and safety of the tenant or other tenants; or
2. If eviction is necessary to cease of prevent an imminent threat of harm by the person being evicted, including physical harm or harassment; or
3. If criminal activity on the premises as described in RCW 59.18.130 (8) is alleged to be the basis for termination of the tenancy, and the tenant is arrested as a result of this activity, the landlord may proceed directly to eviction proceedings or an unlawful detainer action against the tenant who was arrested.

Section 4. There is enacted a new Section, 10.57.230 to read as follows:

Section 10.57.230 Notice

A. Any notice provided for in this section shall be served in the matter set forth in RCW 59.12.040.
B. Failure to provide notice under this section shall be a defense to any action to evict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 12/01/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	11/26/2025
		Clerk's File #	ORD C36819
		Cross Ref #	
Council Meeting Date: 01/12/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE RESTORING FIRE CODE FEE UPDATE INADVERTENTLY REMOVED		

Agenda Wording

An ordinance restoring updates to the fire code fees inadvertently removed through the adoption of Ordinance C36702; amending Section 08.02.034 of the Spokane Municipal Code.

Summary (Background)

The Council unanimously adopted Ordinance C36695, relating to the fire code, on June 16th, 2025. The Council also unanimously adopted Ordinance C36702, simplifying the civil infraction system, on July 14th, 2026. The updates made to SMC 08.02.034 through Ordinance C36695 had not yet become effective as of the adoption of Ordinance C36702 and led to the updates made in Ordinance C36695 being inadvertently repealed with the adoption of Ordinance C36702. This ordinance restores the updates to SMC 08.02.034 inadvertently removed through Ordinance C36702

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

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	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORD C36819 (SPONSOR SUBSTITUTION)(12-05-25)

ORDINANCE NO. C36819

An ordinance restoring updates to the fire code inadvertently removed through the adoption of Ordinance C36702; amending Section 08.02.034 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council unanimously adopted Ordinance C36695, relating to the fire code, on June 16th, 2025; and

WHEREAS, the Spokane City Council also unanimously adopted Ordinance C36702, simplifying the civil infraction system, on July 14th, 2026; and

WHEREAS, the updates made to SMC 08.02.034 through Ordinance C36695 had not yet become effective as of the adoption of Ordinance C36702 and therefore led the updates made in Ordinance C36695 to be inadvertently repealed with the adoption of Ordinance C36702; and

WHEREAS, this ordinance restores the updates to SMC 08.02.034 inadvertently removed through Ordinance C36702;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.02.034 to Chapter 08.02 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in SMC 17A.020.030, including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty-eight dollars ($728).
2. Installation of above-ground storage tank, per tank:
    a. More than sixty but less than five hundred gallons: two hundred seventy-six dollars ($276).
    b. Five hundred gallons or more: four hundred fifty dollars ($450).
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars ($210).

4. Placement of tank temporarily out of service: two hundred ten dollars ($210).

5. Alteration or repair of a tank: two hundred seventy-six dollars ($276).

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT	**PERMIT FEE**	**PLAN CHECK FEE**
(Valuation)		
$1 through $500	$105	$68.25
$501 through $2,000	$210	$136.50
$2,001 through 5,000	$420	$273
$5,001 through $10,000	$840	$546
$10,001 through $15,000	$1,260	$819
$15,001 through $20,000	$1,470	$955.50
$20,001 through $25,000	$1,680	$1,092
$25,001 through $30,000	$1,890	$1,228.50
$30,001 through $40,000	$1,995	$1,296.75
$40,001 through $50,000	$2,100	$1,365
$50,001 through $60,000	$2,520	$1,638
$60,001 through $80,000	$2,940	$1,911
$80,001 through $100,000	$3,150	$2047.50
$100,001 through $150,000	$3,465	$2,252.25
$150,001 through $200,000	$3,780	$2,457
$200,001 through $250,000	$4,200	$2,730

$250,001 through $300,000	$5,000	$3,250
$300,001 through $350,000	$5,800	$3,770
$350,001 through $400,000	$6,600	$4,290
$400,001 through $450,000	$7,425	$4,826.25
$450,001 through $500,000	$8,230	$5,349.50
For valuations of $500,001 and over, fees are calculated as follows: Permit Fee: Valuation multiplied by 0.0165 Plan Check Fee: 65% of permit fee.		

2. Fees apply to an initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, it will be deemed invalid, and the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent (80%) of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars ($105). The permit fee will be modified to the new total value when revisions increase the value of the work.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a Fire Department-registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars ($38) for:
    a. sprinkler systems,
    b. standpipe systems (wet or dry),
    c. alarm systems,
    d. rangehood systems,
    e. inert gas extinguishing systems,
    f. spray booths, and
2. Nineteen dollars ($19) for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

1. The fee for conducting safety inspections is one hundred five dollars ($105) per hour, with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Commercial ((~~Building~~)) and multi-family building inspections will be charged according to the total area for each building area per the table below:

Building Area (sq. ft.)		**Fee**
A	0 – 1,500	$((44)) 105
B	1,501 – 3,000	
C	3,001 – 5,000	

D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	
K	30,001 – 40,000	$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	$512
Q	150,001 – ((~~200,000~~)) 250,000	
R	((~~Over 200,000~~)) 250,001-500,000	$673
S	Over 500,000	$838

* Effective January 1, 2026: Multifamily buildings are allowed to use the total combined area of the buildings in the contiguous complex for this table.

1. If a building has not received violations following two review cycles, the fee may be reduced by 15%.

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars ($105) per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the Spokane Fire Department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible, and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permitees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics

Solar photovoltaic permits shall be assessed at ((~~20% of the valuation set forth in SMC 08.02.034.B above~~)) an hourly rate of one hundred five dollars ($105) for plan review and inspection.

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. Section 14 of Ordinance C36702 shall be deemed rescinded and superseded by this ordinance.

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:** 12/01/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	11/26/2025
		Clerk's File #	ORD C36820
		Cross Ref #	
Council Meeting Date: 01/12/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE PROHIBITING THE SALE AND DISTRIBUTION OF KRATOM		

Agenda Wording

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

Summary (Background)

Kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects. The U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of "serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)". The Washington Poison Center has seen a "vertical spike" in kratom-related calls, including more calls related to 7-hydroxymitragynine and children. Kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found at local gas stations, smoke shops, and convenience stores. This ordinance prohibits the sale and distribution of kratom products in the city of Spokane.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36820

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

WHEREAS, kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects; and

WHEREAS, the U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of "serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)"; and

WHEREAS, the University of Washington Addictions, Drug & Alcohol Institute reports 7-hydroxymitragynine (7-OH) as an emerging drug with a higher risk of overdose and use disorder than kratom; and

WHEREAS, the FDA reports kratom-related substance use disorder where individuals have cravings for kratom, use kratom for longer or more than intended, and experience withdrawal symptoms when kratom use is stopped; and

WHEREAS, the Washington Poison Center has seen a "vertical spike" in kratom-related calls, including more calls related to 7-hydroxymitragynine and children; and

WHEREAS, kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found online and at local gas stations, smoke shops, and convenience stores; and

WHEREAS, the sale and distribution of kratom products have been regulated or prohibited in many states and municipalities, but are not yet regulated in Washington state; and

WHEREAS, based on the public health data, prohibiting the sale and distribution of kratom products containing 7-hydroxymitragynine until regulated by the state or federal government may reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protect the public health, safety, and welfare of residents and visitors to Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.83 to Title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.83 Sale or Distribution of Kratom Products Prohibited

10.83.010 Purpose and Intent
10.83.020 Definitions
10.83.030 Prohibition on Sale or Distribution of Kratom Products
10.83.040 Sunset Upon State or Federal Regulation

Section 10.83.010 Purpose and Intent

It is the purpose and intent of this ordinance to protect the public health and safety of Spokane residents by prohibiting the sale and distribution of kratom (Mitragyna speciosa) products to all individuals, including any products containing 7-hydroxymitragynine, mitragynine, or an extract, synthetic alkaloid, or synthetically derived compound.

Section 10.83.020 Definitions

Term	Definition
Distribute	Distribute means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.
Kratom Product	Kratom product means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption which contains any part of the leaf of the plant Mitragyna speciosa or an extract, synthetic alkaloid, or synthetically derived compound of such plant and is manufactured as a powder, capsule, pill, beverage, or other edible form.
Kratom Retailer	Kratom retailer means any person that sells or distributes kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products within the city of Spokane.

Section 10.83.030 Prohibition on Sale or Distribution of Kratom Products

A. A person shall not distribute, sell, or permit to be sold a kratom product to any person.

B. Any person violating this section shall be guilty of a civil infraction and shall be subject to the escalating penalties and repeat offender provisions prescribed in SMC 01.05.151.

C. Any kratom retailer found guilty of violating this section may have its business license revoked or denied under the procedures prescribed in SMC 08.01.321.

Section 10.83.040 Sunset Upon State or Federal Regulation

This chapter shall be effective until preempted by the State of Washington or the federal government.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

U.S. FOOD & DRUG ADMINISTRATION

7-Hydroxymitragynine (7-OH):

An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat

7-Hydroxymitragynine (7-OH):

An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat

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EXECUTIVE SUMMARY

Recent reports indicate increased availability and marketing of 7-hydroxymitragynine (7-OH) in the U.S., raising public health concerns due to its pharmacology. This report provides an overview on the chemical, pharmacological, and epidemiological data on 7-OH. It focuses on the characterization of 7-OH-containing products in the marketplace, the evidence of increasing human exposures, and the extensive body of preclinical studies in the scientific literature that indicate the predominant mu opioid agonist pharmacology of 7-OH. These data sources indicate that 7-OH is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace.

7-OH is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves. However, 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine, as well as other classical opioids such as morphine. In vitro studies reveal 7-OH exhibits high binding affinity for mu-opioid receptors (Ki = 7.2-70 nM), with functional activity as a mu agonist. Animal behavioral studies demonstrate its rewarding effects from self-administration and conditioned place preference methods, consistent with its opioid properties. Critically, 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.

Recently, there has been a concerning proliferation of concentrated 7-OH products that are sold over the counter and online. The enhanced amount of 7-OH in these products is likely synthetically derived through oxidate chemical conversion of mitragynine isolates or kratom extracts. Given the trace amounts of 7-OH that are naturally present in kratom, direct extraction of 7-OH from plant material would simply be unfeasible economically.

Surveillance data from multiple sources, including America's Poison Centers National Poison Data System (NPDS), Drug Enforcement Administration toxicology testing programs, and social media monitoring, suggest increasing human exposure to these concentrated 7-OH products. Clinical presentations include euphoria, sedation, respiratory depression, and opioid-like withdrawal syndromes, with users acknowledging its significant addiction potential.

The pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance. Current regulatory gaps have enabled widespread availability of these products despite their opioid-like properties and necessitate immediate policy intervention to address this emerging threat to American public health.

INTRODUCTION

The Context for 7-OH Concerns

7-Hydroxymitragynine (7-OH) is a component of the plant kratom (*Mitragyna speciosa*), a tropical evergreen tree in the Rubiaceae family that grows in the wetlands of Southeast Asia (Brown et al., 2017). Kratom leaves contain over 50 alkaloids, with mitragynine and 7-OH being the primary psychoactive constituents (Warner et al., 2016). Its leaves, consumed as a tea or in dry leaf form, have been used for centuries in both medicinal and recreational settings, largely due the properties of its alkaloids mitragynine and 7-OH. Typically, 7-OH occurs in botanical kratom in amounts no more than ~.01-.04 percent by dry weight (Heywood et al., 2024). Medicinally, kratom has been used to treat headaches, diarrhea, insomnia, anxiety, opioid use withdrawal, and more, while in recreational use cases, it has been associated with feelings of euphoria (Hill et al., 2025). Currently, there are no FDA-approved drugs containing kratom or kratom-derived drug substances such as 7-OH for any therapeutic indications.

Kratom products have grown in popularity since the mid-2000's; however, kratom, mitragynine, and 7-OH have faced regulatory scrutiny in the United States due to concerns about their safety and potential for abuse. None of these substances are lawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, and yet, these substances are still sold in various markets. At the state level, some jurisdictions have implemented restrictions on their sale and use. Until now, 7-OH has not been the sole target of a regulatory response but has always been addressed alongside the kratom plant and mitragynine.

FDA issued its first import alert for kratom in 2012. At the time, kratom was being marketed in various forms for human consumption despite a lack of approved drug uses or established safety as a dietary ingredient. In the years since, additional import alerts have been issued by the Agency. The Drug Enforcement Administration (DEA) and the Department of Health and Human Services (HHS) had given consideration to kratom, as well as its constituents, mitragynine and 7-OH, to determine whether these substances should be recommended for control under the Controlled Substances Act (CSA). Those actions were ultimately suspended in 2018, with the Assistant Secretary for Health at that time stating that the science was incomplete, and the available data were not adequate to support a recommendation to control these substances under the CSA.

Contemporary Outlook

Given the concerning trends with 7-OH and other kratom-related products, FDA has now determined that a more comprehensive assessment of available scientific and medical data on 7-OH is warranted. Many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain "enhanced" or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate a stronger effect on users. Other products are explicitly advertised as 7-OH-containing products. One analysis of websites selling 7-OH products found that most (82.2 %) were formulated as chewable/sublingual tablets, shots, or gummies and marketed specifically as 7-OH only products (92%). The mean cost per recommended dose/serving was $3.97 (Hill et al., 2025).

As described below, research has shown that 7-OH is a potent mu-opioid receptor agonist, demonstrating pharmacological characteristics that define classical opioids like morphine and fentanyl. Based on its opioid pharmacology, there is significant potential for abuse of 7-OH. In fact, in various preclinical studies it has demonstrated greater potency than classical opioids. For example, 7-OH produces respiratory depression with more than 3-fold greater potency than morphine. Since the substance's therapeutic and psychoactive effects are mediated through the same mu-opioid receptor pathways as classical opioids, it can be considered to have opioid properties warranting similar regulatory consideration (Hill et al., 2025; Obeng et al., 2021).

In this report, FDA presents its new assessment of the available scientific data and literature on 7-OH, as well as more recent law enforcement data and the rapidly evolving trends in kratom-related products. FDA still has concerns about the safety of kratom products more broadly and the unlawful marketing of them under several regulated product categories in the Federal Food, Drug, and Cosmetic Act. However, there is a recognized need for more immediate action to address 7-OH because it is a substance with potent mu opioid agonist properties and significant abuse liability.

ANALYSIS OF DATA ON 7-HYDROXYMITRAGYNINE (7-OH)

7-OH Sources and Products vs. Kratom

The alkaloid 7-hydroxymitragynine (7-OH) is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent, described as early as 1994, when it was reported to comprise about 1.6% of the total alkaloid content of kratom leaves (Ponglux et al., 1994). This early reported value is in agreement with more recent assessments that have consistently demonstrated 7-OH as comprising less than 2% of the total alkaloid content in natural kratom as noted below.

7-OH has the chemical structure shown in Figure 1. Its IUPAC name is methyl (E)-2-[(2S,3S,7aS,12bS)-3-ethyl-7a-hydroxy-8-methoxy-2,3,4,6,7,12b-hexahydro-1H-indolo[2,3-a]quinolizin-2-yl]-3-methoxyprop-2-enoate, and it has the molecular formular $C_{23}H_{30}N_2O_5$, with a molecular weight of 414.40 amu.

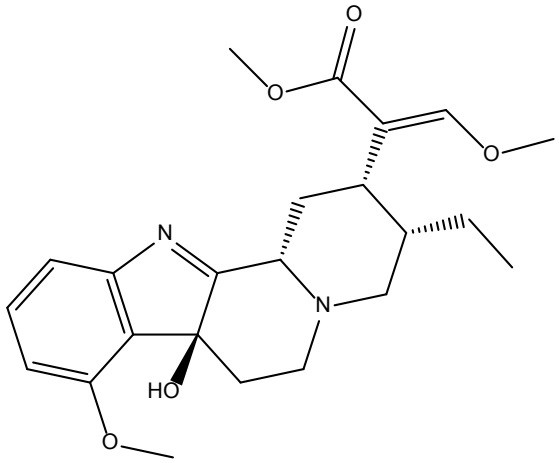

Figure 1. 7-Hydroxymitragynine Chemical Structure

Although details are not well-known, 7-OH is present in some products in amounts far exceeding its natural levels in the kratom plant. The 7-OH in these products is likely derived from the kratom plant. These 7-OH-enhanced products likely involve additional chemical synthetic steps by the producers of these products, converting the more abundant plant alkaloid mitragynine into 7-OH via chemical oxidation.

Data are available regarding 7-OH as a percentage of the total alkaloid content in kratom, and also as a percentage of dried botanical kratom leaf material and other kratom-derived products in the U.S. marketplace. One recent review reports 7-OH as comprising 2% of the total alkaloid content in kratom (Hossain et al., 2023) and this result can be extended to samples of kratom grown in the U.S. (Leon et al., 2009). In another analysis of 13 commercial products purported to contain kratom, the 7-OH content by weight ranged from 0.01-0.04% (Kikura-Hanajiri et al., 2009) a finding in agreement with others that have reported 7-OH to account for less than 0.05% by weight, substantially lower than reported mitragynine amounts (Kruegel et al., 2019). A more

recent study used ecological momentary assessment to evaluate the motivations and patterns of use of adult U.S. kratom consumers (Smith, Panlilio, Feldman, et al., 2024; Smith, Panlilio, Sharma, et al., 2024). As part of the study, subjects provided samples for quantitative testing of their own kratom products that they obtained and were self-administering. Across the 341 samples, the 7-OH content (expressed as a percentage by weight/weight or weight/volume, as indicated) ranged from below the limit of quantitation (< 0.005%) to a maximum of 0.21% with a mean of 0.01% (Sharma et al., 2025). These data suggest 7-OH is present in botanical kratom (i.e., leaf) at relatively low or trace amounts and may be a postharvest oxidative derivative of mitragynine (Karunakaran et al., 2024).

Common forms of kratom sold online include powders, capsules, resin extracts, crushed leaves, and tablets, although loose powder and prepared capsules have been reported to be the most frequently used formulations (Garcia-Romeu et al., 2020; Smith, Panlilio, et al., 2024). While kratom use characteristics are complicated by the diversity of products in the marketplace, survey studies have reported on consumption patterns. Garcia-Romeu collected data from regular kratom users and found that most users reported using 1-3g (49%) or 4-6g (33.4%) of botanical kratom per consumption (Garcia-Romeu et al., 2020). In other survey studies, the self-reported average consumption of kratom powder was 4-5 g per serving with serving sizes ranging between 2.6- 7.5 g (Rogers et al., 2024; Smith et al., 2022). When quantifying the amount of mitragynine consumed through the use of kratom, individuals self-reported consuming an average of 31.3 mg of mitragynine/serving and a range of 78.3 – 134.6 mg of mitragynine per day (Sharma et al., 2025).

Mitragynine, as the most abundant alkaloid in kratom, accounts for about 66% of the *total alkaloid content* of kratom and less than 2% of dried leaf content *by weight*, although there are reports of regional and seasonal variability in the tree's alkaloid composition (Arndt et al., 2011; Leon et al., 2009; Sengnon et al., 2023). For example, Chear and colleagues collected fresh kratom leaves from different locations in Peninsular Malaysia and determined their alkaloid profiles. The mitragynine concentration ranged from 9.38 to 18.85 mg/g or 0.38% to 1.89% of dried leaf weight while the 7-OH concentration ranged from 0.05 to 0.15 mg/g or 0.005% to 0.015% (Chear et al., 2021).

Despite the low amounts of 7-OH in botanical kratom, there are reports of its more-enhanced presence in commercial kratom-related products (Grundmann et al., 2024), although some products have been identified in reports from nearly a decade ago. For example, Lydecker and colleagues tested eight commercially available kratom products for their alkaloid content(s). In seven of the eight products tested, they found levels of 7-OH to be 109-509% higher than expected, based on naturally occurring levels of 7-OH reported in the kratom plant (Lydecker et al., 2016). More recently, the Tampa Bay Times purchased twenty kratom-derived products from local stores. One of those products consisted of pressed pills and contained 15 mg/pill of 7-OH, an amount far greater than observed in any botanical kratom preparation to date (Ogozalek, 2023). In addition to the verified amounts of 7-OH in the products obtained by Lydecker et al. and the Tampa Bay Times, other products *labeled* and/or *purported* to have high levels of 7-OH appear to be readily available for purchase online.

In summary, the low amounts of 7-OH in natural botanical kratom products is well-established as a percentage of alkaloid content, as a percentage of dried kratom leaf material, and in products representing other dosage forms made from natural kratom and consistent with its natural

composition. However, there are also a concerning and increasing number of products being sold that have unexpectedly and unnaturally high levels of 7-OH. This poses a threat to public health that is more clearly understood based on the pharmacological properties and effects of 7-OH, discussed in the preclinical data section below, and also in the limited information available on known patterns of human use and resulting harms discussed below. These sections will present and discuss the evidence in the available data that establishes the mu opioid agonist pharmacology associated with 7-OH in particular.

Patterns of 7-OH Use, Human Exposures, and Law Enforcement Data

There are several sources of information to characterize the current patterns of 7-OH use and the resulting harms to individuals who knowingly or unknowingly are exposed to 7-OH at significant doses from 7-OH-enhanced products, as described in the subsections below.

National Drug Early Warning System (NDEWS)

The National Drug Early Warning System (NDEWS) provides real-time surveillance from sentinel sites across U.S. to detect early signals of potential drug epidemics using novel (e.g., street reporting, web monitoring) and traditional data sources (e.g., OD deaths, treatment admissions).

NDEWS analyzed Reddit posts mentioning 7-OH during January to September 2024 and found that posts increased over this time. These posts are broad and can vary in content but have included warnings from Reddit users about respiratory depression, potency, dependence and long-lasting withdrawal (NDEWS, 2024).

Social Media

A variety of social media outlets were assessed for mentions and/or discussions of 7-OH. Websites included:

- erowid.org - a member-supported organization providing access to information about psychoactive plants, chemicals, and related issues;
- bluelight.org - an international message board that educates the public about responsible drug use by promoting free discussion, advocating harm reduction, and attempting to eliminate misinformation;
- reddit.com - online forum that functions as a vast collection of user-driven communities, known as sub-Reddits, each centered around specific topics.

It is important to note that all considerations of these social media sources are, at best, anecdotal in considering the risks and abuse potential associated with 7-OH products. However, it is clear that there is fairly widespread understanding of the availability of products specifically targeting high levels of the substance 7-OH, distinct from kratom products generally. In analyzing these social media posts, some relevant themes have been identified and include mention of the following: euphoria and an opioid-like “buzz”/high as motivation for consuming 7-OH; availability of “candy-like” formulations which users acknowledge as having a risk of overconsumption to their own detriment; perceptions of therapeutic value of 7-OH in self-treating pain and anxiety; concerns over loss of access to these products if they were to be banned; acknowledgement that use of these products could lead to overdose and serious

outcomes including death; and acknowledgement that use could lead to addiction and has caused users to experience withdrawal symptomology much like that produced by other commonly abused opioids.

Drug Enforcement Administration Toxicology Testing Program (DEA TOX)

The Drug Enforcement Administration Toxicology Testing program (DEA TOX) conducts analyses of voluntarily submitted leftover or previously collected biological samples from drug overdose victims to identify novel psychoactive substances (NPS) and other drugs of abuse in subjects with fatal and nonfatal overdose. The DEA TOX database was queried for reports of mitragynine, 7-OH, or mitragynine pseudoindoxyl from 2019-2025. A total of 103 cases, some fatal and some non-fatal, were identified in this selected sample; this database does not include all overdose cases, and the number of samples voluntarily submitted for analysis may vary year to year based on unknown factors.

It is notable that the utility of the DEA TOX data is limited because it generally cannot be discerned whether deaths are related to mitragynine, 7-OH, or mitragynine pseudoindoxyl, or some combination thereof. In addition, although 7-OH and mitragynine pseudoindoxyl are not typically found in appreciable amounts in fresh kratom leaves (Hill et al., 2025), both are metabolites of mitragynine, complicating forensic assessments of causality (Kamble et al., 2020). These are significant limitations in making inferences from these data; however, the number of fatal overdose cases in which one or more of these substances were detected for 2023 to 2025 are approximately three-fold higher than for the years 2019 through 2022, coinciding with the more recent entry of more-concerning kratom-related products in the marketplace, such as 7-OH.

Human Exposures in Pharmacokinetic Studies

Pharmacokinetic (PK) data for 7-OH are sparse, as to our knowledge, no clinical studies have been performed using isolated or purified 7-OH. Nonetheless, there are 7-OH PK data derived from a small number of studies using botanical kratom. Most available clinical PK data for 7-OH are variable, which may be for several reasons such as genetic differences in kratom plants, different formulations (e.g., teas, capsules, etc.), and methods of analysis. Much of the data is also from non-controlled studies making it difficult to interpret the results. Huestis and colleagues conducted a randomized, between-subject, double-blind, placebo-controlled dose escalation study of 500-4000 mg encapsulated dried kratom leaf powder corresponding to mitragynine doses of 6.65-53.2 mg. Twelve subjects enrolled in the study (n=12). Blood plasma levels of mitragynine and 7-OH were assessed after a single dose, and then again after 15 days of continuous dosing. According to the study authors, peak plasma levels of 7-OH (i.e., C_{max}values) and exposure (i.e., area under the curve, (AUC)) were lower than mitragynine but increased in a dose proportional manner and ranged from 3.6 to 22.7 ng/mL while the time to peak plasma levels (i.e.,T_{max} values) ranged from 1.2 – 1.8 h. The half-life of 7-OH increased with increasing dose and ranged from a mean of 1.7 to 4.7 hours. During the multiple dose phase of the study, 7-OH steady state was reached in about 7 days (Huestis et al., 2024).

In another study examining the PK properties of 7-OH, sixteen healthy subjects (n=16) received kratom tea containing 23.6 mg of mitragynine. Subjects were administered tea in two sessions: once with tea alone, and in a second session following pretreatment with itraconazole, a

CYP3A4 inhibitor. The 7-OH C_{max} was 12.81±3.39 ng/mL which occurred 1.7 h after administration (T_{max}). In the second session after pretreatment with itraconazole (200 mg), the C_{max} decreased 56% with a concomitant 43% decrease in AUC. These data describe the PK of 7-OH and demonstrate that the metabolism of mitragynine to 7-OH is heavily dependent on CYP3A4 (Mongar et al., 2024).

Tanna et. al., assessed the PK of a single orally administered dose of kratom (2 g), in the form of a tea, to healthy adult subjects (n = 5 completers). According to the authors, there were only trace amounts of 7-OH (< LOQ) in the starting product, therefore, the assumption was made that 7-OH was generated from the metabolism of mitragynine *in vivo.* The authors identified a PK difference between enantiomers of kratom alkaloids in either the 3S or 3R configuration. 7-OH has a 3S configuration which, according to the authors, leads to a shorter T_{max}, lower exposure (AUC), longer terminal half-life, and a higher volume of distribution during the terminal phase compared to the 3R alkaloids. Measured 7-OH in plasma samples demonstrated that 7-OH had a C_{max} = 16.1 nM, T_{max} = 1h, half-life = 5.67h, and an AUC0-120h = 103nM x h.(Tanna et al., 2022).

Epidemiological Data Sources

Limitations with the Epidemiological Data Sources

Because 7-OH appears to be a novel, emerging public health threat, the ability of public health surveillance systems to monitor 7-OH specific risks may be limited. For example, large national surveys such as the National Survey on Drug Use and Health include questions about use of kratom, but not 7-OH. Additionally, there may be a lack of awareness among consumers of kratom-related products that they are obtaining 7-OH enhanced products, and thus use of 7-OH would likely be underreported in data collected using self-report. Many forensic laboratories test for mitragynine as a marker of kratom use. In these cases, 7-OH overdose cases and fatalities may incorrectly be classified as kratom and/or mitragynine-related (Smith, Boyer, et al., 2024). Furthermore, toxicology reports documenting presence of 7-OH are difficult to interpret, because 7-OH is a known metabolite of mitragynine in humans. All of these issues complicate the real-world assessment of risks associated with use of 7-OH containing products as distinct from risks associated with kratom and other mitragynine-containing products.

FDA's Adverse Event Reporting System

Although FDA's Adverse Event Reporting System (FAERS) has documented cases reporting adverse events (13 cases, including 2 deaths) suspected to involve 7-OH, ambiguity about the contributory role of 7-OH from uncharacterized products or concomitant medications and underlying disease limits interpretation. Therefore, we do not include further analysis of these FAERS cases here.

America's Poison Centers, National Poison Data System

National Poison Data System (NPDS) receives near real-time data from the nation's poison centers (PC), providing information and assistance to callers on exposures to prescription drugs, over-the-counter medications, unapproved products, and other substances. PC healthcare professionals systematically follow up on exposure cases to document medical and clinical effects. Quality control measures are used to ensure data accuracy and completeness. Notably, 7-OH specific NPDS codes were only recently added (Feb-May 2025), and therefore the NPDS reporting period is limited to 2/1/2025-4/30/2025. As shown below, there were a total of 53 exposure cases involving 7-OH during this time period, the majority of which involved abuse-related reasons for use (i.e., "intentional abuse"). Most single-substance 7-OH exposure cases resulted in minor or moderate clinical outcomes, with several documented has having major clinical outcomes.

Table 1. National Poison Data System Closed Human Exposure Cases*, 2/1/2025-4/30/2025

	Number of exposure cases**	Number of abuse cases**	Single substance exposure cases	Single substance abuse cases
Total cases involving 7-OH	53	24	37	16
Reason				
Adverse drug reaction	4		2	
Intentional- abuse	24		16	
Intentional- misuse	4		3	
Intentional - Suspected suicide	2		0	
Other – Withdrawal	8		6	
Unintentional – general	4		4	
Unintentional- misuse	1		1	
Unintentional therapeutic error	4		3	
Unknown reason	2		2	
Related clinical outcomes				
Minor			6	3
Moderate			13	6
Major			3	1
Not followed, minimal clinical effects possible			5	3
Unable to follow, judged as potentially toxic exposure			1	0
Age				
<18 years	6	1	5	0
≥ 18 years	46	23	32	16
Unknown age	1	0	0	0

*Excludes cases classified as 'confirmed non-exposure'
**Cases may involve other substances, besides 7-OH
Related clinical outcomes include cases with clinical effects deemed "related" to exposure based on timing, severity, and assessment of clinical effects by Poison Center Specialists. Definitions available from America's Poison Centers: NPDS Full Report 2023. Page 235.

Note: This analysis used the case listing data in NPDS to identify and characterize cases documented as involving 7-OH. As of July 2025, an in-depth review NPDS case narrative data was ongoing; this further review may yield different numbers from those presented here.

Summary of Epidemiological Data and 7-OH Concerns

Available surveillance data indicate that abuse of 7-OH is occurring and is associated with serious harms; however, as noted previously, it is difficult to quantify the public health burden because surveillance systems do not provide estimates for the prevalence of 7-OH use and are only beginning to track the specific involvement of 7-OH enhanced products in exposure cases and overdoses. The current epidemiologic data on 7-OH exposures often lack sufficient detail to distinguish with confidence involvement of botanical kratom products from 7-OH enhanced products.

Preclinical Data Characterizing 7-OH Pharmacology

Although there are limited data from human studies to characterize effects of 7-OH in humans, as noted above, there is a large body of in vitro and animal studies that provide extensive evidence of 7-OH as a potent mu opioid agonist, as described in below subsections.

In Vitro Data

Receptor Binding Studies

7-OH has been shown to have affinity and activity at mu opioid receptors. In a study using human embryonic kidney (HEK) cells with cloned, human opioid receptors, 7-OH demonstrated high affinity for the mu opioid receptor (Ki = 47 nM) relative to kappa (Ki = 188 nM) and delta opioid receptors (Ki = 219 nM) (Kruegel et al., 2016). In a second study using HEK 293 cells expressing human mu and other opioid receptors, 7-OH demonstrated high affinity for mu opioid receptors (Ki = 16 ± 1 nM) and its affinity was greater than mitragynine (Ki = 238 ± 28 nM) and lower than morphine (Ki = 1.50 ± 0.04 nM) (Todd et al., 2020). Using an in vitro radioligand binding assay with CHO cells expressing murine-derived opioid receptors, 7-OH demonstrated relatively high affinity for mu-opioid receptors (Ki = 37 ± 4 nM), relative to mitragynine (Ki = 230 ± 47 nM), although its affinity was lower than morphine (Ki = 4.6 ± 1.8 nM) (Varadi et al., 2016). Other studies conducted using whole brain homogenates of guinea pig brain tissue have also demonstrated that 7-OH has high affinity at mu opioid receptors (Ki = 8.0 nM) relative to kappa (Ki = 6.7 nM) and delta opioid receptors (Ki = 6.8 nM) (Matsumoto et al., 2004). Obeng and colleagues evaluated the binding affinity of 7-OH using human recombinant HEK 293 cells expressing mu opioid receptors. Their results are in agreement with the data presented above where the authors found that 7-OH binds with high affinity (Ki = 7.2 nM) to mu opioid receptors relative to delta (Ki = 236 nM) and kappa (Ki = 74.1 nM) receptor subtypes (Obeng et al., 2020). A number of additional binding studies are in keeping with the data described above, demonstrating the affinity of 7-OH for mu opioid receptors across a variety of binding assays (Chakraborty et al., 2021; Matsumoto et al., 2008; Obeng et al., 2021; Takayama et al., 2002).

The results of the receptor binding studies with 7-OH are in keeping with *in silico* receptor binding models that suggest 7-OH has high affinity for the mu opioid receptor. The *in silico* modeling results were subsequently confirmed with a radioligand binding assay where 7-OH demonstrated high affinity for cloned, human mu opioid receptors (K_i = 70 nM). (Ellis et al.,

2020). Collectively, the available receptor binding data demonstrate the affinity and binding of 7-OH to mu opioid receptors.

Functional Studies

Many of the studies referenced above performed additional assessments of 7-OH to determine its functional activity after binding (i.e., agonist or antagonist effects). These studies have consistently demonstrated that 7-OH produces mu-opioid agonist effects. For example, Kruegel and colleagues examined the functional activity of 7-OH and mitragynine in HEK cells expressing opioid receptors using a bioluminescence resonance energy transfer (BRET) assay. Both mitragynine and 7-OH functioned as partial agonists, producing Emax values of 34% and 47% respectively and EC_{50} values of 339 ± 178 nM and 34.5 ± 4.5 nM (Kruegel et al., 2016). Activation of the mu opioid receptor pathway was also investigated using forskolin-stimulated cyclic adenosine monophosphate (cAMP) accumulation in Chinese Hamster Ovary (CHO) cells expressing mu opioid receptors. In this assay, 7-OH produced a maximal activation (Emax) of 85.9%, a value similar to that produced by the positive control comparators DAMGO (86.2%) and morphine (86.9%). These data suggest 7-OH acts a full mu opioid agonist (Todd et al., 2020). Similarly, Matsumoto and colleagues concluded that 7-OH was "found to have an opioid agonist property on μ- and/or κ-opioid receptors" based on its ability to inhibit contraction of isolated guinea pig ileum. In this assay, 7-OH displayed approximately 13-fold greater potency than morphine and 46-fold greater potency than mitragynine. The inhibition was reversed by naloxone, suggesting the effects are mediated via mu opioid receptors (Matsumoto et al., 2004). Other functional assays produced results that are aligned with Matsumoto and colleagues. For example, using a cAMP mobilization assay as a measure of functional effects, 7-OH acted as a full agonist with an EC_{50} of 7.6 nM, and was more potent than mitragynine (EC_{50} 307.5 nM) (Obeng et al., 2020). Likewise, when evaluating the agonist activity of 7-OH in an electrically stimulated guinea pig ileum, 7-OH acted as a full agonist and was more potent than morphine (Takayama et al., 2002). Finally, using a [^{35}S] GTPγS functional assay, 7-OH produced an Emax of 77% with an EC_{50} of 53.4 nM, further demonstrating its agonist effects (Varadi et al., 2016).

Animal Data on Behavioral and Physiological Effects

Conditioned Place Preference

Conditioned place preference (CPP) is a commonly utilized animal model to study the rewarding effects of drugs. In this paradigm, an animal is conditioned to associate a particular environment with a drug treatment, and an alternative environment with a non-drug condition. After repeated sessions, the animal is then observed under non-drug conditions to determine which environment the animal prefers. CPP is established if the animal spends more time in the drug-paired compartment vs. the vehicle-paired compartment (Mombelli, 2022; Prus et al., 2009). Many drugs of abuse produce CPP, though notably, it is not a direct measure of reinforcing effects.

Using the CPP paradigm, several studies have demonstrated the ability of 7-OH to produce rewarding effects and that it does so more potently than morphine. Gutridge and colleagues employed C57BL/6 mice and demonstrated the development of CPP after 3 mg/kg 7-OH. CPP was observed after both doses although 7-OH required more sessions (4 sessions) whereas morphine (6 mg/kg) was able to establish CPP in two sessions (Gutridge et al., 2020). Similarly,

other studies have demonstrated the ability of 7-OH (2 mg/kg) to produce CPP, and that it does so with greater potency than morphine (Matsumoto et al., 2008).

Drug Discrimination

Drug discrimination is an experimental method in which animals identify whether a test drug produces interoceptive effects similar to those produced by a drug to which the animals are trained to differentiate from placebo, and which has known pharmacological properties. If the known drug is one with abuse potential, drug discrimination methods can be used to predict if a test drug will have abuse potential in humans (Balster & Bigelow, 2003; Solinas et al., 2006).

For abuse assessment purposes, an animal is trained to press one bar when it receives a known drug of abuse (the training drug) and another bar when it receives placebo. A challenge session with the test drug determines which of the two bars the animal presses more often as an indicator of whether the test drug is more like the known drug of abuse or more like placebo. A test drug is said to have "full generalization" to the training drug when the test drug produces bar pressing >80% on the bar associated with the training drug (Ator & Griffiths, 2003; Swedberg, 2016; Walker, 2018; Young, 2009). A test drug that generalizes to a known drug of abuse will likely be abused by humans (Balster and Bigelow, 2003).

Male Sprague Dawley rats were trained to discriminate morphine (5.0 mg/kg i.p.) from saline using a 30 min pretreatment time and FR10 schedule of reinforcement. After successful training, substitution tests with 7-OH (0.3, 1.0 and 3.0 mg/kg) were performed. The highest dose of 7-OH (3.0 mg/kg) produced complete substitution for the morphine stimulus cue. Moreover, pretreatment with naloxone significantly reversed the 7-OH substitution and resulted in saline-like responding. Notably, in this study, 7-OH was more potent than morphine (Harun et al., 2015).

In a second study, the discriminative stimulus effects of 7-OH were examined in separate groups of rats trained to discriminate either morphine (3.2 mg/kg i.p., 15 min pretreatment) or mitragynine (32 mg/kg i.p., 30 min pretreatment) from saline. After successful acquisition of discrimination training 7-OH was administered in substitution tests. 7-OH was administered i.p., with a 15 min pretreatment time in a dose range of 0.1-17.8 mg/kg. In the morphine-trained rats, 7-OH produced complete substitution at doses above 0.56 mg/kg, with the 1.0 mg/kg dose producing 100% drug-lever-appropriate responding and a resultant ED_{50} of 0.28 mg/kg. Notably, the dose-response curve was shifted to the left, demonstrating an increased potency of 7-OH relative to morphine. In addition, pretreatment with 0.032 mg/kg naltrexone shifted the dose-response curve to the right suggesting substitution was mediated via mu-opioid receptors (Obeng et al., 2021). Taken together, the drug discrimination data demonstrate the ability of 7-OH to substitute and mimic the stimulus effects of morphine, and that 7-OH is more potent in doing so. These data are a strong indication that 7-OH produces subjective effects in humans that are similar to opioids, along with an associated abuse potential.

Self-Administration

Self-administration is a method that assesses whether a drug produces reinforcing effects that increase the likelihood of behavioral responses in order to obtain additional drug (i.e., whether an animal will press a lever for a drug injection). Drugs that are self-administered by animals are

likely to produce rewarding effects in humans, which is indicative of abuse potential. Generally, a good correlation exists between those drugs that are self-administered by animals and those that are abused by humans (Balster & Bigelow, 2003; Brady et al., 1987; Johanson & Schuster, 1981; Panlilio & Goldberg, 2007). It is notable that self-administration is a behavior that is produced by drugs that have been placed into every schedule of the CSA. Additionally, rates of self-administration for a particular drug will go up or down if the available drug dose or the work requirement (bar pressing for drug) is altered. Positive results from a self-administration study provide an abuse potential signal, suggesting that a drug has rewarding properties, but not necessarily that it produces more rewarding effects than another drug in humans.

7-OH produces reinforcing effects and is self-administered by rodents. In the study, rodents were trained to self-administer morphine (100 µg/infusion) and faded to 50 µg/infusion once stable responding was achieved. Thereafter, extinction sessions were performed to confirm acquisition of the self-administration training prior to substitution tests. Substitution tests were performed with 7-OH doses of 2.5, 5, 10 and 20 µg/infusion. In the substitution tests, 7-OH produced an inverted U-shaped curve and the number of infusions for 5 and 10 µg/infusion of 7-OH were significantly greater than vehicle, demonstrating the reinforcing effects of 7-OH (Hemby et al., 2019).

The self-administration of 7-OH was blocked by both a mu opioid antagonist (naloxonazine) and a delta opioid antagonist (naltrindole), suggesting its reinforcing effects are mediated via opioid receptors. In addition, peak morphine self-administration occurred at 50 µg/infusion while peak 7-OH infusions occurred at 5 µg/infusion, demonstrating a substantially increased potency of 7-OH relative to morphine.

There are some pharmacokinetic (PK) data available from animal studies involving the administration of isolated, i.e., single entity, 7-OH. Following a single oral dose (1 mg/kg 7-OH) to beagle dogs, absorption was rapid, with a peak plasma concentration (i.e., Cmax) of 56 ± 1.6 ng/mL 15 minutes post-dose. The elimination half-life was slower, producing a mean of 3.6 ± 0.5 h. No AEs were observed, and no abnormal laboratory findings were reported (Maxwell et al., 2021). In adult male and female mice, the PK parameters of 7-OH were investigated after a single oral dose of 50 mg/kg 7-OH. The tissue distribution of 7-OH was observed in descending order: liver > kidney > spleen > lung > brain. Plasme C_{max} values were 0.6 and 09 µg/mL in males and females with a T max value of 0.5 hr. Area under the curve (AUC) values over 48 hours (AUC_{0-48} hr* µg/mL) were 1.4 and 2.9 in male and female mice (Berthold et al., 2022).

Antinociceptive Effects

The antinociceptive effects of 7-OH were investigated in mice using the tail flick and hot plate tests. These tests are commonly used to examine pain and analgesic effects in rodents (D'Amour & Smith, 1941). In these tests, rodents are subject to a heat stimulus and timed for the duration it takes to move their tail (i.e., tail flick) or produce a response such as jumping, licking, or shaking of limbs (i.e., hot plate).

In the tail flick test, subcutaneous administration of 7-OH (2.5 – 10 mg/kg) produced both time and dose-related antinociceptive effects. Notably, the dose-effect curve for 7-OH was shifted to the left, indicating a greater potency than the positive control comparator, morphine. Similar results were observed in the hot plate test, and when morphine and 7-OH were administered

orally. Naloxone (2 mg/kg s.c.) inhibited the effects of 7-OH and morphine in both tests (Matsumoto et al., 2004; Matsumoto et al., 2008). Concurrent results were observed by Obeng and colleagues using the hot plate test. In their study, 7-OH (0.0032 – 3.2 mg/kg, i.v.) produced maximum antinociceptive effects and was more potent morphine but less potent than fentanyl when administered intravenously. Likewise, naltrexone (0.1 mg/kg) reversed the antinociceptive effects of 7-OH suggesting the antinociception was mediated via mu opioid receptors (Obeng et al., 2020).

Respiratory Depression

A major risk of opioid exposure and cause of opioid-induced death is respiratory depression (Baldo & Rose, 2022; Bateman et al., 2023). To examine the respiratory effects of 7-OH in rodents, whole body plethysmography was used in freely moving, awake rats. Both morphine (10 and 32 mg/kg, i.v.) and 7-OH (1, 3.2, and 10 mg/kg, i.v.) induced significant respiratory depression as assessed by minute volume, tidal volume, and breathing frequency. The mu-opioid agonist naloxone (1.0 mg/kg i.v.) reversed these effects, a finding consistent with the mu opioid effects of 7-OH (Zuarth Gonzalez et al., 2025). These data highlight a potential risk factor of 7-OH exposure and suggest 7-OH may expose individuals to similar risks as classic opioids, including respiratory depression.

Physical Dependence and Withdrawal

It is well-established that chronic administration of opioids leads to the development of tolerance and physical dependence that may culminate into a withdrawal syndrome. In parallel with some of the hot plate tests described above, the ability of 7-OH to produce physical dependence and withdrawal was examined. Mice were treated with subcutaneous 7-OH (10 mg/kg b.i.d.) or morphine (10 mg/kg b.i.d.) for five days. Tolerance was assessed as a reduction of analgesia in the hot plate test. After five days of treatment, both morphine and 7-OH showed a decreased analgesic response on the hot plate test, demonstrating the development of tolerance. In addition, cross-tolerance was also observed between morphine and 7-OH suggesting a similar mechanism of action between the drugs. Finally, after five days of escalating doses of 7-OH and morphine (8-45 mg/kg b.i.d.) the development of withdrawal was assessed with a 3 mg/kg s.c., dose of naloxone injected two hours after 7-OH administration. Both morphine and 7-OH treatment produced signs of withdrawal such as jumping, rearing, urination, ptosis, forepaw tremor, and diarrhea (Matsumoto et al., 2005).

Summary of Preclinical Data

From the studies described above, 7-OH has high affinity for mu opioid receptors and functional activity as an agonist at these receptors. Consistent with this pharmacological activity, 7-OH is self-administered by animals, substitutes for morphine in drug discrimination studies, produces antinociception, and physical dependence leading to withdrawal when administered to rodents. Moreover, 7-OH has consistently demonstrated an increased potency relative to morphine in preclinical rodent studies. These observations suggest 7-OH has pharmacological properties representative of a full mu opioid agonist and an associated high potential for abuse.

CONCLUSIONS

The data described in this report indicate that 7-OH has a significant potential for abuse and associated harms. Conclusively, 7-OH has high affinity and agonist activity at mu opioid receptors. Consistent with this pharmacological mechanism of action, 7-OH demonstrates rewarding effects in that it is self-administered by animals and also produces conditioned place preference, two well-established animal behavioral models measuring rewarding effects as a predictor of abuse potential in humans. In animal drug discrimination studies, 7-OH substitutes for morphine with full generalization. 7-OH is also demonstrated to produce antinociception consistent with opioid pharmacology, and to produce physical dependence when administered to rodents, as evidenced by a classic set of withdrawal signs associated with opioid withdrawal upon discontinuation of opioid administration. Moreover, 7-OH in all above models has consistently demonstrated an increased potency relative to morphine.

Due to the fact that 7-OH is both a metabolite of mitragynine and naturally present in low amounts in botanical kratom, using toxicology results to identify 7-OH as a primary or sole contributor in human exposures is challenging. There is also a need for improved clinical awareness and population surveillance to better characterize patterns of 7-OH use, the products that people are obtaining, and individual treatment needs following 7-OH exposure. Additionally, questions on 7-OH are not generally included in national surveys, and other data sources that rely on self-reported use of 7-OH likely underestimate the number of 7-OH exposure cases, as individuals may be unaware of the distinction from kratom products. Nonetheless, since specific codes were added earlier this year to document 7-OH exposure cases, U.S. poison centers have identified multiple single-substance cases of 7-OH exposure resulting in serious adverse clinical outcomes. Also, although anecdotal, social media and online forums indicate growing awareness and use of 7-OH, and many testimonials of the negative opioid-mediated effects users have experienced, including 7-OH dependence, associated withdrawal syndrome, and addiction.

In the current marketplace in the U.S., 7-OH is increasingly being marketed over-the-counter and online, in concentrated forms or sufficient doses to cause harms to those individuals engaging, knowingly or unknowingly, in use of 7-OH. Based on demonstrated pharmacology, repeated or prolonged use of 7-OH would lead to tolerance, physical dependence, and potentially to opioid addiction— typical of mu opioid agonist drugs of abuse. This public health threat is troubling and requires immediate and impactful policies to educate consumers and take regulatory action that limits access to 7-OH containing products.

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Kratom & 7-OH: What do we know about use, safety, and overdose risk?

ADAI ADDICTIONS, DRUG & ALCOHOL INSTITUTE

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Key Points

- Kratom is a plant from Southeast Asia. Two of its primary psychoactive components are mitragynine and 7-hydroxymitragynine (7-OH). These compounds have opioid-like properties.
- Data and reports suggest kratom use is relatively low in Washington State among those seeking subtance use dirorder treatment, with some cases of kratom physical dependence and use disorder.
- Kratom offers potential benefits to relieve pain, improve mood, ease opioid withdrawal, and manage symptoms of other substance use disorders, but its effects and safety profile are not fully understood.
- The most commonly reported side effects of kratom are typically mild, but it can also cause serious health issues like respiratory depression, seizures, liver toxicity, and arrythmias.
- The number of overdose deaths involving kratom in WA State has increased but remain low. Most of these deaths involve other substances as well.
- 7-OH is present at low levels (about 2%) in kratom, however 7-OH is increasingly sold as a stand-alone and more potent product. Concerns about 7-OH's health impacts were expressed by the FDA on July 29, 2025.
    - Preliminary data indicate that 7-OH is much stronger than kratom and can cause severe respiratory depression leading to overdose, which *can* be reversed with naloxone.
    - Opioid use disorder involving 7-OH has been reported by WA State substance use treatment providers and has been successfully treated with buprenorphine.
    - Data on morbidity and mortality associated with 7-OH is very limited; however, treatment providers and the Washington Poison Center report increases in 2025.
- Kratom and kratom-related products such as 7-OH have not been approved by the Food and Drug Administration. More research is needed to evaluate their safety and efficacy and potential consumers should be cautious.
- Contact the Washington Poison Center or WA State Recovery Help Line for for additional information and support.

Introduction

Kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree, native to Southeast Asia. Use and impacts of kratom are not well understood. Advertisements at gas stations are common, and there are occasional media reports of its involvement in deaths, leading to questions like: *What is kratom? Why do people use it? Is it dangerous? Can you be addicted to kratom?* We answer these common questions below.

Photo credit: Caleb Banta-Green.

Background

Kratom is reported to be used, and sometimes advertised, for its potential to relieve pain, increase energy, improve mood, and alleviate opioid withdrawal (opioids include substances such as morphine, oxycodone, heroin, and fentanyl). Kratom's components tend to produce stimulant-like effects at lower doses and depressant effects at higher doses.[1] The primary compounds in kratom, mitragynine and 7-hydroxymitragynine (7-OH), partially activate opioid receptors to relieve pain and induce mild euphoria. These compounds act on several neurotransmitter systems, suggesting potential antidepressant, anxiety-relieving, and antipsychotic effects.[1]

While there are potential therapeutic benefits of kratom, there are also safety concerns. More research is needed to better understand kratom's effects, which may vary greatly depending on the amount taken, how it's processed, and varying quality and consistency of products.[2] Kratom is typically sold as dried leaves, commonly brewed into tea, or in capsules. It is more recently available as extracts or edibles, which may be considerably more potent.[2] The use of 7-OH as an isolated compound, typically available in tablet and liquid forms, has increased, and users report that it is much stronger than kratom. The FDA reports that 7-OH binds to opioid receptors three times stronger than morphine, indicating it has strong opioid effects.[3] High potency kratom products and polysubstance use including kratom has been linked to deaths.

Kratom and 7-OH are not currently federally scheduled, meaning they are not illegal nor is a prescription required, but kratom has been banned in some states and local municipalities. These products are widely available and commonly sold online, at smoke shops,at gas stations, and in some bars. The Food and Drug Administration (FDA) has not fully evaluated or approved kratom or any kratom-related products and warns against their use.[4]

Common questions about kratom

How common is kratom use?

The number of people using kratom in the United States is difficult to determine. National surveys likely underestimate its use, with studies suggesting that 1-6 million Americans have tried kratom at some point. The American Kratom Association estimates significantly higher numbers, with 10-15 million people in the U.S. having tried kratom and about 5 million current regular users.[2] Evidence suggests kratom is most often used by current and former opioid users to manage pain, opioid withdrawal, and opioid cravings.[5]

How often do people in treatment for opioid use disorder report using kratom? How do they do in treatment?

Local data from Washington State's opioid treatment programs (OTPs) suggest kratom is rarely reported by clients as their primary substance of use; only 12 patients statewide among 19,162 individulas in care reported kratom as their primary substance used upon entering treatment (*Personal communication, Lauren Kula, Washington State Health Care*

Authority, August 4, 2025). However, improved data collection methods are needed to better understand local rates of use and use disorder.

Washington State health care and substance use disorder (SUD) treatment providers report low prevalence of kratom use among their patients, although most settings do not commonly or systematically screen for kratom. Consistent with existing research, these providersfrom across WA State find that patients typically use kratom to manage opioid withdrawal symptoms but then find that they become dependent on kratom or 7-OH as well. Health care providers report that the medications for opioid use disorder (OUD), methadone and buprenorphine, have worked well with people with OUD who are physically dependent on kratom or 7-OH.

We have two patients who were using heroin and then switched to exclusively using kratom for the next two years. It kept them from going into opioid withdrawal[,] so they were able to successfully get off heroin. They would feel withdrawal symptoms, however, if they didn't use the kratom for several days and came to us because they were afraid that if kratom ever became banned by the FDA, they would return to heroin (or now fentanyl). We placed them on Suboxone [a brand name for oral buprenorphine] as they dropped the kratom, and just recently they switched to Sublocade [a brand name for long-acting injectable buprenorphine]. They are doing fantastic. – Physician

I have treated one patient for kratom dependence. They started opioids with oxycodone pills, did not like being hooked on that and found kratom kept withdrawal away...until they tried to stop that as well. [They] came to our clinic [and] did well on... [buprenorphine]. For a few years after that I would specifically ask about kratom use, including a question on our preliminary assessment form. No one else endorsed using [kratom]. I have since stopped asking. –Physician

We have been testing for kratom but rarely see it... I think it's a group that is used to 'harder' drugs and kratom just doesn't clear the bar. We have had 3-4 people come to us for medications for OUD for kratom dependence and have had fine outcomes with both buprenorphine and methadone. [In] my inpatient work we frequently see kratom dependence as a secondary problem to other use disorders and maybe one primary kratom dependence case in [about] 2 years. – Physician and OTP medical director

It's [7-OH] so much stronger than regular Kratom. Withdrawal is seriously difficult. We have treated 5 people with buprenophine (which] works well.. – Substance use disorder professional

How often is kratom involved in overdose deaths?

The figure below shows the number of overdose deaths (also known technically as "poisoning") in Washington State in which kratom was detected. Since 2013, when the first two deaths involving kratom were reported, the number of deaths has increased to 35 in 2024. The percent of all overdose deaths in which kratom was detected has been very low overall and only 1% in 2024. In comparison, in 2024 there were 2,275 overdose deaths in WA State involving "other synthetic opioids," predominantly non-pharmaceutical fentanyl, representing 70% of all overdose deaths.[6]

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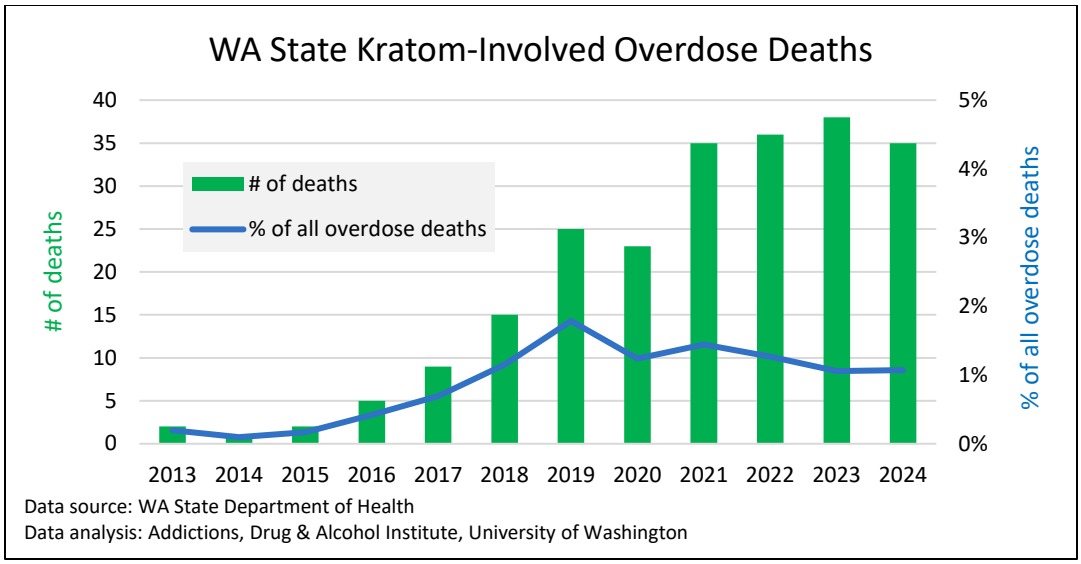

Most drug overdoses involve multiple drugs. However, because of inconsistent coding of kratom in multiple drug categories, it is not possible to use International Classification of Diseases (ICD) coding to analyze death certificate data to identify all of the substances detected in a death. Therefore, to explore the presence of other drugs in kratom-involved overdose deaths, ADAI staff manually analyzed the "cause of death" text field from death certificate data for deaths in which kratom/mitragynine was reported in WA State for 2024. These data indicated that among the 35 kratom-involved deaths in 2024:

- 83% (n=29) involved at least one other drug
- 69% (n=24) involved at least one opioid
- 63% (n=22) involved fentanyl with or without other substances
- 17% (n=6) involved only kratom

For comparison, among 4,853 deaths in WA State in 2023 and 2024 that involved "other synthetic opioids" (mostly non-pharmaceutical fentanyl) and in which heroin was not present, 23% had no other drug detected.[6] That is, there were many more deaths involving fentanyl than kratom, and a larger proportion of fentanyl deaths involved no other drug, suggesting kratom is a less lethal substance despite its widespread availability. It may be difficult to identify 7-OH involved overdose deaths, as it is unclear whether 7-OH would specifically be recorded on death certificates

A detailed analysis of kratom-involved deaths in Florida was conducted by the Tampa Bay Times. They analyzed data from 2013, when the first kratom-involved death was detected, through June 30, 2022. A minority of cases, 8%, involved kratom without any other substances present.[8] Parallels with WA State data include that 2013 was the same year that a kratom-involved death was detected in both states, and both states report similar, low proportions of deaths involving just kratom.

Evidence on risks and benefits

Research on kratom, especially in the U.S., is limited, with most data coming from case studies and observation. Currently, there is not enough information on kratom to report more definitively on its impact on health and well-being. The National Institute on Drug Abuse (NIDA) notes on their webpage that *"NIDA supports and conducts research to evaluate potential medicinal uses for kratom and related chemical compounds…NIDA also supports research towards better understanding the health and safety effects of kratom use. Rare but serious effects have been reported in people who use kratom."*[9]

Evidence suggests that kratom may be effective as an analgesic and may decrease the use of other drugs.[10] People

who use kratom long-term report benefit in managing SUD symptoms (e.g., reducing cravings and use of other substances) and relief from withdrawal symptoms for alcohol, opioids, and other drugs.[10] Results of preclinical studies in animals also strongly suggest that kratom/mitragynine is useful for alleviating pain and opioid withdrawal and has a lower risk of central nervous system effects and respiratory depression than conventional opioids.[1,11] People who use kratom daily have also reported improvements in daily living and productivity, including reduced pain, improved mood, increased energy, and alertness. Euphoria or feeling "high" is less frequently reported.[12]

The most commonly reported side effects of kratom are typically mild and include agitation, irritability, tachycardia (high heart rate), nausea, vomiting, confusion, drowsiness, and hypertension. Kratom can also cause serious health issues like respiratory depression, seizures, liver toxicity, and irregular heart arrythmias. Other adverse effects include hallucinations, delusions, depression, dizzyness, difficulty sleeping, sweating, tremor, reduced appetite and anorexia, constipation, transient erectile dysfunction, difficulty sleeping, sweating, darkening patches of skin, and hair thinning. Higher doses of kratom and concentrated products are riskier. Using kratom with other substances can enhance the effects of those substances, which may increase negative effects.[1,13] Furthermore, kratom's unregulated status as a dietary supplement warrant concern for contamination, mislabeling, and varying quality and consistency, circumstances which have led to serious illness and death.[1,9,13,14]

People who use kratom frequently can develop tolerance, dependence, and cravings, suggesting the potential for kratom use disorder. However, most users do not report social or functional impairment, a necessary component of a substance use disorder diagnosis.[12,15] People who use kratom are more likely to have more severe symptoms of SUD related to other substances, but this does not imply that kratom *causes* this. Instead, it may be that people with severe SUD are more likely to use kratom, and thus are trying to stop the use of another, often illicit, substance.[16,17] A small study showed regular kratom use did not significantly alter health measures, including blood chemistry, organ function, and vital signs of users over time.[18]

Less is known about 7-OH morbidity and mortality, but emerging pharmacological data suggests that it is more potent than kratom and mitragynine, and appears to have properties more similar to a pure opioid, including respiratory depression, thereby increasing overdose risk.[19]

Recommendations

More information is needed to better understand kratom's impact. We make the following recommendations based on what is currently known:

- Individuals should carefully weigh the risks before deciding to use kratom and related products such as 7-OH and consider other approaches to manage emotional or physical pain, substance use disorders,, and opioid withdrawal. Buprenorphine and methadone are highly effective in treating opioid use disorder, and access is expanding rapidly in WA State.
- Health care providers and SUD treatment providers should be aware of kratom's popularity and potential effects, risks, and medication interactions. Recent reviews of the clinical pharmacology of kratom are available.[20] Ask patients about all substances they use, including kratom, in a supportive and non-judgmental way to encourage open conversations. Talk with patients about how kratom may, or may not, fit into their recovery and/or harm reduction goals and strategies.
- Kratom offers potential benefits to relieve pain, improve mood, and manage SUD symptoms, but its effects and safety profile are not fully understood. Reports from WA State data and local health care professionals suggest kratom use is relatively low and primarily for managing opioid withdrawal symptoms. Some cases of kratom dependency and use disorder have been observed. The number of overdose deaths involving kratom has increased but remain low and rarely involve only kratom. Despite its therapeutic potential, concerns about safety call for a cautious approach.
- 7-OH is an emerging drug that appears to pose a higher risk for overdose and use disorder than kratom.

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 12/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 01/12/2026

Date Rec'd	12/3/2025
Clerk's File #	ORD C36821
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	ORDINANCE RELATING TO THE COMMUNITY, HOUSING, AND HUMAN

Agenda Wording

An ordinance relating to the Community, Housing, and Human Services (CHHS) Board; amending Chapter 04.34A of the Spokane Municipal Code.

Summary (Background)

This ordinance makes updates to the CHHS Board to reflect current practices and board bylaws. The City seeks to strengthen regional collaboration by amending the CHHS Board composition to include a non-voting policy-level staff member from the City of Spokane Valley. The ordinance also officially adds a non-voting member representing the Continuum of Care Board.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sbrown@spokanecity.org

ORDINANCE NO. C36821

An ordinance relating to the Community, Housing, and Human Services (CHHS) Board; amending Chapter 04.34A of the Spokane Municipal Code.

WHEREAS, the Community, Housing, and Human Services (CHHS) Board was established in 2012 through Ordinance C34900, as a recommendation of the Community Development and Human Services Task Force under the Condon Administration; and

WHEREAS, the CHHS Board was recodified with updated duties and board composition in 2018 through Ordinance C35665; and

WHEREAS, upon recommendation by Housing and Human Services Division staff and CHHS Board members, the City seeks to strengthen regional collaboration by amending the CHHS Board composition to include a staff member from the City of Spokane Valley; and

WHEREAS, City staff and board members recommend making small amendments to the municipal code to reflect updates to CHHS Board bylaws, including officially adding a member representing the Continuum of Care Board.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That the title of Chapter 04.34A of the Spokane Municipal Code is amended to read as follows:

Chapter 04.34A Community, Housing, and Human Services (CHHS) Board

Section 2. That Section 04.34A.010 of the Spokane Municipal Code is amended to read as follows:

Section 04.34A.010 Purpose

The Community, Housing, and Human Services (CHHS) Board advises the City administration, the Mayor, and the City Council regarding community development, housing, and human services programs.

Section 3. That Section 04.34A.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.34A.020 Functions

The Community, Housing, and Human Services (CHHS) Board shall have the power to:

A. Advise the City on preparing the Annual Action Plan, the CAPER, the Citizen Participation Plan, the Consolidated Plan, and other required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce, where applicable;

B. Hold public hearings on the draft plans to obtain citizen comments prior to recommending adoption by City Council;

C. Make recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State, and City resources;

D. Evaluate funding requests for eligible activities and projects and make funding recommendations to the Mayor and City Council;

E. Make recommendations for funding to the Mayor and City Council for local grant dollars using human services priorities as established by the City Council;

F. Provide policy guidance and recommendations for community development, human services, and special purpose grant programs applications and implementation;

G. Participate with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans; and

H. Represent the diverse constituencies that make up Spokane's low and moderate income populations, to help guide Spokane's community, housing, and human services into the future.

Section 4. That Section 04.34A.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.34A.030 Membership

A. Appointees to the Board ((~~shall~~)) may serve ((~~three~~)) up to two consecutive three-year terms (((~~3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment~~)).

B. City residence is preferred but not a requirement for board membership due to the regional nature of some of the duties and responsibilities of the Board.

C. The Board will consist of twelve (12) members, nominated by the Mayor and appointed by the City Council. At least one (1) member of the Board shall be a member of a veteran service organization, employed by the Department of ((~~Veteran~~)) Veterans Affairs, or an active duty military member based at Fairchild Air Force Base. In addition, (1) member shall be a liaison from the Community Assembly nominated by the Community Assembly to the Mayor according to the

process determined by the Community Assembly and appointed by the City Council.

D. In addition to the twelve (12) positions, the board will include:

1. ((~~two (2)~~)) one (1) non-voting ((~~liaisons~~)) liaison from the City Council selected by the City Council, appointed or reappointed for one (1) year terms;

2. one (1) non-voting ((~~elected official or~~)) policy-level decision maker to represent Spokane County who shall be selected by the Spokane County ((~~commissioners~~)) Board of County Commissioners.

3. one (1) non-voting member to represent the Spokane Regional Continuum of Care, who shall be selected by the Spokane Regional Continuum of Care Board.

4. one (1) non-voting policy-level decision maker to represent the City of Spokane Valley, who shall be selected by the Spokane Valley City Council

E. Members of the Board and Board committees shall include relevant representation in compliance with HUD and Washington State Department of Commerce requirements.

F. Board members shall serve without compensation.

~~G.~~ Board members ((~~will~~)) shall meet conflict of interest requirements. Committee members may be required to meet conflict of interest requirements.

H. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of ((~~providing sound advice,~~)) making recommendations representative and on behalf of the ((~~citizenry~~)) residents of Spokane. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds, and citizens active in neighborhood or community affairs. Youth may also serve as members.

Section 5. That Section 04.34A.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.34A.040 Board Structure

A. The Board ((~~will~~)) may utilize a committee structure to assist with its functions. Committees will be comprised of Board members and other citizens with experience and expertise in the subject matter of the committee. The Board ((~~Chair~~)) shall appoint committee members.

B. The Board will include an Executive Committee consisting of the ((~~Chair, Vice-chairs, and committee chairs~~)) officers of the Board and its standing committees.

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

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 12/15/2025

Committee Agenda type: Discussion

Council Meeting Date: 01/12/2026

Date Rec'd	12/3/2025
Clerk's File #	ORD C36822
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE ZZAPPONE
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO
Public Works? NO	
Agenda Item Name	ORDINANCE RELATED TO THE BICYCLE ADVISORY BOARD

Agenda Wording

An ordinance related to the Bicycle Advisory Board; amending Sections 04.16.010, 04.16.020, 04.016.030, 04.016.040, 04.016.050, 04.016.070, 04.016.080, and 04.016.090 of the Spokane Municipal Code.

Summary (Background)

The Bicycle Advisory Board was established in 1992 to support bicycling as a transportation option in the city of Spokane. The Bicycle Advisory Board provides recommendations to the Transportation Commission to advise the Mayor, the City Council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues. Sections of the municipal code related to the Bicycle Advisory Board have not been updated since its original adoption in 1992. City staff recommend updating the code to reflect current board practices and the existing Bicycle Master Plan and Bicycle Priority Network while aligning the term and term limits of Bicycle Advisory Board membership with the Transportation Commission.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORD C36822 (SPONSOR SUBSTITUTION)(12-17-25)

PURPOSE OF SUBSTITUTION: This substitution (1) removes proposed language in 04.16.030.D (Specific Functions) that added a reference to "connections to parks, schools, and activity centers," and (2) removes proposed language in 04.16.070 (Officers) allowing the Board officers to serve indefinitely without election.

ORDINANCE NO C36822

An ordinance related to the Bicycle Advisory Board; amending Sections 04.16.010, 04.16.020, 04.016.030, 04.016.040, 04.016.050, 04.016.070, 04.016.080, and 04.016.090 of the Spokane Municipal Code.

WHEREAS, the Bicycle Advisory Board was established in 1992 to support bicycling as a transportation option in the city of Spokane; and

WHEREAS, the Bicycle Advisory Board provides recommendations to the Transportation Commission to advise the Mayor, the City Council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues; and

WHEREAS, sections of the municipal code related to the Bicycle Advisory Board have not been updated since its original adoption in 1992; and

WHEREAS, City staff recommend updating the code to reflect current board practices and the existing Bicycle Master Plan and Bicycle Priority Network while aligning the term and term limits of Bicycle Advisory Board membership with the Transportation Commission.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.016.010 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.010 Findings

The City of Spokane finds that:

A. it is an indisputable fact of urban life that the bicycle is a popular and viable means of personal transportation;

B. the role of the bicycle as a mode of personal transportation in Spokane will continue to increase in importance in coming years;

C. many Spokane residents use their bicycles to commute to work and school, on recreational trips, and for other essential transportation purposes;

D. the City has adopted a ((~~bikeways plan as an element of the comprehensive plan~~))

Bicycle Master Plan and Bicycle Priority Network to serve as a guide in all matters relating to bicycling;

E. traffic congestion, increasing ((~~fuel~~)) costs of car ownership, and concern for personal health and air quality have combined to make the bicycle an increasingly attractive ((~~alternative~~)) transportation option ((~~to unrestricted use of the automobile~~));

F. the active involvement of ((~~bicycle enthusiasts~~)) community members in advising municipal authorities is vital to ((~~insure~~)) ensure proper development of the bicycling environment; and

G. promoting the safety and well-being of those who use bicycles for all transportation purposes is a public purpose of the City;

((~~H.~~ the bicycle technical committee has stated its support for the creation of a bicycle ~~advisory board.~~))

Section 2. That Section 04.016.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.020 General Purpose

The Bicycle Advisory Board is established to provide recommendations to the Transportation Commission ((~~in order~~)) to advise the ((~~mayor~~)) Mayor, the ((~~city council~~)) City Council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

Section 3. That Section 04.016.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.030 Specific Functions

Without limiting the scope of SMC 4.16.020, the Bicycle Advisory Board is given the following functions and responsibilities:

A. To initiate and/or assist in revisions to the City's ((~~bikeways plan~~)) Bicycle Master Plan.

B. To review proposals and plans for spot improvements, street vacations, and bikeways, and provide timely comments to the Transportation Commission and affected agencies.

C. To review, evaluate, and comment on the annual six-year bikeways program.

D. To promote bicycling as a viable form of urban transportation.

E. To promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured bicycle parking ((~~racks and lockers~~)).

F. To develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

Section 4. That Section 04.016.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.040 Membership

The ((~~bicycle advisory board~~)) Bicycle Advisory Board has ten (10) members appointed by the ((~~city council~~)) City Council according to the procedures of SMC 4.01.030. An eleventh member between the ages of sixteen and twenty-two may be appointed to the board.

Section 5. That Section 04.016.050 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.050 Terms

A. Members of the board are appointed to ((~~three-year~~)) two-year terms ((~~with initial terms being either one, two, or three years, selected on a random-draw basis~~)).

B. No member may serve more than ((~~two~~)) four consecutive full, ((~~three-year~~)) two-year terms or eight total years.

C. The eleventh voting member shall serve for a one-year term and may serve two consecutive terms.

Section 6. That Section 04.016.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.070 Officers

((~~Except that the initial chair of the board is designated by the mayor, the~~)) The board on an annual basis, elects a chair and a vice chair from its membership to preside over meetings and perform such other functions as may be prescribed by rule.

Section 7. That Section 04.016.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.080 Staff Support

The ((~~mayor~~)) Mayor or Mayor's designee assigns a City employee to provide technical and administrative assistance to the board.

Section 8. That Section 04.016.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.16.090 Meetings

A. The board meets at least once a month at a prescribed day and time as noticed on the Board agenda. ((~~The January meeting, or the first meeting in January if there are two or more, is the annual meeting.~~))

B. A quorum is ((~~five members~~)) a simple majority of the current board membership.

C. All meetings are held in accordance with the Open Public Meetings Act, chapter 42.30 RCW. Minutes of all meetings are kept as public records.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

FOR COUNCIL MEETING OF: February 17, 1992

_x_ 5 p.m. Consent agenda

___ 6 p.m. Hearing agenda

Notify Prior to Meeting:
Spokane Valley Advisory Council? [ ]
Other? _____

RECEIVED
FEB 07 1992
CITY CLERK'S OFFICE
SPOKANE, WA

AGENDA CATEGORY
[ ] Hearing
[ ] Annexation
[ ] Report
[ ] Contract
[ ] Resolution
[ ] Emergency Ord.
[x] First Rdg. Ord.
[ ] Report of City Manager

RECOMMENDATION
[ ] Accept
[x] Approve
[ ] Deny
[ ] Place on File
[x] Set Hrg. / Review
Date For: 2/24/92
[ ] Defer / Continue
To: _____
[ ] Council Direction

TO: MAYOR AND CITY COUNCIL
[x] For Action
[ ] For Information

Clerk's File #_____

Eng. / LID#_____ BID#_____

AGENDA WORDING: An ordinance establishing the Bicycle Advisory Board and adding a new chapter, designated Chapter 4.16, consisting of nine sections, to SMC Title 4.

BACKGROUND: Interest in bicycling for recreational and transporation purposes is on the rise in Spokane. Last July, the City Council passed a resolution expressing its support for bicycling activities in the City (Resolution 91-48). A Citizens' Committee which has been working with the City's Bicycle Coordinator has determined that it is desirable to formalize its standing as a permanent advisory board of City government, thereby assuring both continuity and credibility. The Bicycle Advisory Board will receive staff support from an individual appointed by the City Manager (the City Bicycle Coordinator). However, the majority of work projects identified by the Board would be carried out primarily by its own and other volunteer members. Once the Board is established, the less formal Citizens' Committee will cease to exist.

ENVIRONMENTAL FINDING: Not required

FISCAL IMPACT: None

BUDGET ACCOUNT #: None.

ATTACHMENTS: (list) Proposed ordinance

Signatures of:

Charles L. Hansen
Submitting Department-Planning Services

Legal

Bill Fuyo
Manager (Finance, Administration, Engineering, or Planning)

Finance

RDC / BP
City Manager

COUNCIL ACTION:

PASSED BY SPOKANE CITY COUNCIL:
FEB 24 1992

Marilyn J. Montgomery
CMC/AAE, SPOKANE CITY CLERK

DISTRIBUTION AFTER COUNCIL ACTION:
City Plan Commission
Planning Services
Public Works
Traffic Engineering
Parks & Recreation
State Examiner

C 30338

2-17-92

ORDINANCE NO. C- 30338
Bicycle Advisory Board

An ordinance establishing the Bicycle Advisory Board and adding a new chapter, designated Chaper 4.16, consisting of nine sections, to SMC Title 4.

The City of Spokane does ordain:

Section 1. That there be added to SMC Title 4 a new section, designated 4.16.010, to read as follows:

04.16.010
Findings.

The City of Spokane finds that
A. It is an indisputable fact of urban life that the bicycle is a popular and viable means of personal transportation.
B. The role of the bicycle as a mode of personal transportation in Spokane will continue to increase in importance in coming years.
C. Many Spokane residents use their bicycles to commute to work and school, on recreational trips and for other essential transportation purposes.
D. The City has adopted a bikeways plan as an element of the comprehensive plan to serve as a guide in all matters relating to bicycling.
E. Traffic congestion, increasing fuel costs and concern for personal health and air quality have combined to make the bicycle an increasingly attractive alternative to unrestricted use of the automobile.
F. The active involvement of bicycle enthusiasts in advising municipal authorities is vital to insure proper development of the bicycling environment.
G. Promoting the safety and well-being of those who use bicycles for all transportation purposes is a public purpose of the City.
H. The bicycle technical committee has stated its support for the creation of a bicycle advisory board.

Section 2. That there be added to SMC Title 4 a new section, designated 4.16.020, to read as follows:

C 30338

04.16.020
General Purpose.

The bicycle advisory board is established to provide advice and direction to the city council and all departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

Section 3. That there be added to SMC Title 4 a new section, designated 4.16.030, to read as follows:

04.16.030
Specific Functions.

Without limiting the scope of Section 4.16.020 the bicycle advisory board is given the following functions and responsibilities:

A. to initiate and/or assist in revisions to the City's bikeways plan;

B. to review proposals and plans for spot improvements and bikeways and provide timely comments to affected agencies;

C. to review, evaluate and comment on the annual six-year bikeways program;

D. to promote bicycling as a viable form of urban transportation;

E. to promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers;

F. to develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

Section 4. That there be added to SMC Title 4 a new section, designated 4.16.040, to read as follows:

04.16.040
Membership.

The bicycle advisory board has nine members appointed by the city council according to the procedures of Section 4.01.030.

Section 5. That there be added to SMC Title 4 a new section, designated 4.16.050, to read as follows:

C 30338

04.16.050
Terms.

Members of the board are appointed to three-year terms with initial terms being either one, two, or three years, selected on a random-draw basis. No member may serve more than two consecutive full, three-year terms.

Section 6. That there be added to SMC Title 4 a new section, designated 4.16.060, to read as follows:

04.16.060
Compensation.

Members serve without compensation.

Section 7. That there be added to SMC Title 4 a new section, designated 4.16.070, to read as follows:

04.16.070
Officers.

Except that the initial chair of the board is designated by the mayor, the board on an annual basis elects a chair and a vice-chair from its membership to preside over meetings and perform such other functions as may be prescribed by rule.

Section 8. That there be added to SMC Title 4 a new section, designated 4.16.080, to read as follows:

04.16.080
Staff Support.

The city manager assigns a City employee to provide technical and administrative assistance to the board.

Section 9. That there be added to SMC Title 4 a new section, designated 4.16.090, to read as follows:

04.16.090
Meetings.

A. The board meets at least once a month. The January meeting, or the first meeting in January if there are two or more, is the annual meeting.
B. A quorum is five members.
C. All meetings are held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW. Minutes of all meetings are kept as public records.

C 30338

Section 10. This ordinance shall constitute a new chapter, designated Chapter 4.16, Bicycle Advisory Board, in SMC Title 4.

PASSED by the City Council February 24, ,1992.

MAYOR PRO-TEM

Attest: Marilyn J. Montgomery
City Clerk

Approved as to form:
Assistant City Attorney

CITY OF SPOKANE WASHINGTON

C 30338

MUPT07-02 ORDINANCES THAT HAVE PASSED/FAILED IN COUNCIL

****
* COMP-CREATED ORD NO: 020500 DATE PASSED: 02/24/92 *
* ORDINANCE NO: C30338 DATE EFFECTIVE: 03/25/92 *
* Bicycle Advisory Board

****

SECTION: 04.16.010 SPECL. FORMAT: ACTION: ADDED
Findings.

OLD VERSION

NEW VERSION

The City of Spokane finds that

A. It is an indisputable fact of urban life that the bicycle is a popular and viable means of personal transportation.

B. The role of the bicycle as a mode of personal transportation in Spokane will continue to increase in importance in coming years.

C. Many Spokane residents use their bicycles to commute to work and school, on recreational trips and for other essential transportation purposes.

D. The City has adopted a bikeways plan as an element of the comprehensive plan to serve as a guide in all matters relating to bicycling.

E. Traffic congestion, increasing fuel costs and concern for personal health and air quality have combined to make the bicycle an increasingly attractive alternative to unrestricted use of the automobile.

F. The active involvement of bicycle enthusiasts in advising municipal authorities is vital to insure proper development of the bicycling environment.

G. Promoting the safety and well-being of those who use bicycles for all transportation purposes is a public purpose of the City.

H. The bicycle technical committee has stated its support for the creation of a bicycle advisory board. (Ord. C-30338)

****

SECTION: 04.16.020 SPECL. FORMAT: ACTION: ADDED
General Purpose.

OLD VERSION

NEW VERSION

The bicycle advisory board is established to provide advice and direction to the city council and all departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.
(Ord. C-30338)

****

SECTION: 04.16.030 SPECL. FORMAT: ACTION: ADDED
Specific Functions.

OLD VERSION

NEW VERSION

Without limiting the scope of Section 4.16.020 the bicycle advisory board is given the following functions and responsibilities:

A. to initiate and/or assist in revisions to the City's bikeways plan;

B. to review proposals and plans for spot improvements and bikeways and provide timely comments to affected agencies;

C. to review, evaluate and comment on the annual six-year bikeways program;

D. to promote bicycling as a viable form of urban transportation;

E. to promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers;

F. to develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

(Ord. C-30338)

****

SECTION: 04.16.040 SPECL. FORMAT: ACTION: ADDED
Membership.

OLD VERSION

NEW VERSION

The bicycle advisory board has nine members appointed by the city council according to the procedures of Section 4.01.030.

(Ord. C-30338)

****

SECTION: 04.16.050 SPECL. FORMAT: ACTION: ADDED
Terms.

OLD VERSION

NEW VERSION
Members of the board are appointed to three-year terms with initial terms being either one, two, or three years, selected on a random-draw basis. No member may serve more than two consecutive full, three-year terms.
(Ord. C-30338)

****

SECTION: 04.16.060 SPECL. FORMAT: ACTION: ADDED
Compensation.

OLD VERSION

NEW VERSION
Members serve without compensation.
(Ord. C-30338)

****

SECTION: 04.16.070 SPECL. FORMAT: ACTION: ADDED
Officers.

OLD VERSION

NEW VERSION
Except that the initial chair of the board is designated by the mayor, the board on an annual basis elects a chair and a vice-chair from its membership to preside over meetings and perform such other functions as may be prescribed by rule.
(Ord. C-30338)

****

SECTION: 04.16.080 SPECL. FORMAT: ACTION: ADDED
Staff Support.

OLD VERSION

NEW VERSION
The city manager assigns a City employee to provide technical and administrative assistance to the board.
(Ord. C-30338)

****

SECTION: 04.16.090 SPECL. FORMAT: ACTION: ADDED
Meetings.

OLD VERSION

NEW VERSION

A. The board meets at least once a month. The January meeting, or the first meeting in January if there are two or more, is the annual meeting.

B. A quorum is five members.

C. All meetings are held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW.

Minutes of all meetings are kept as public records.

(Ord. C-30338)

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON,)
County of Spokane,) SS
City of Spokane.)

ORDINANCE NO. C-30338

Bicycle Advisory Board

An ordinance establishing the Bicycle Advisory Board and adding a new chapter, designated Chapter 4.16, consisting of nine sections, to SMC Title 4.

The City of Spokane does ordain:

Section 1. That there be added to SMC Title 4 a new section, designated 4.16.010, to read as follows:

04.16.010
Findings.

The City of Spokane finds that
A. It is an indisputable fact of urban life that the bicycle is a popular and viable means of personal transportation.
B. The role of the bicycle as a mode of personal transportation in Spokane will continue to increase in importance in coming years.
C. Many Spokane residents use their bicycles to commute to work and school, on recreational trips and for other essential transportation purposes.
D. The City has adopted a bikeways plan as an element of the comprehensive plan to serve as a guide in all matters relating to bicycling.
E. Traffic congestion, increasing fuel costs and concern for personal health and air quality have combined to make the bicycle an increasingly attractive alternative to unrestricted use of the automobile.
F. The active involvement of bicycle enthusiasts in advising municipal authorities is vital to insure proper development of the bicycling environment.
G. Promoting the safety and well-being of those who use bicycles for all transportation purposes is a public purpose of the City.
H. The bicycle technical committee has stated its support for the creation of a bicycle advisory board.

Section 2. That there be added to SMC Title 4 a new section, designated 4.16.020, to read as follows:

04.16.020
General Purpose.

I, MARILYN J. MONTGOMERY, CITY CLERK of Spokane, Washington and ex-officio editor of the Official Gazette, a paper published weekly by the City of Spokane, Washington, do hereby certify that the ORDINANCE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 4th day(s) of March, 1992, and that said ORDINANCE was published in every copy of the said paper of said date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 4th day of March, 1992.

Marilyn J. Montgomery

City Clerk,
City of Spokane, Washington

CITY OF SPOKANE WASHINGTON

The bicycle advisory board is established to provide advice and direction to the city council and all departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

Section 3. That there be added to SMC Title 4 a new section, designated 4.16.030, to read as follows:

04.16.030
Specific Functions.

Without limiting the scope of Section 4.16.020 the bicycle advisory board is given the following functions and responsibilities:
A. to initiate and/or assist in revisions to the City's bikeways plan;
B. to review proposals and plans for spot improvements and bikeways and provide timely comments to affected agencies;
C. to review, evaluate and comment on the annual six-year bikeways program;
D. to promote bicycling as a viable form of urban transportation;
E. to promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers;
F. to develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

Section 4. That there be added to SMC Title 4 a new section, designated 4.16.040, to read as follows:

04.16.040
Membership.

The bicycle advisory board has nine members appointed by the city council according to the procedures of Section 4.01.030.

Section 5. That there be added to SMC Title 4 a new section, designated 4.16.050, to read as follows:

04.16.050
Terms.

Members of the board are appointed to three-year terms with initial terms being either one, two, or three years, selected on a random-draw basis. No member may serve more than two consecutive full, three-year terms.

Section 6. That there be added to SMC Title 4 a new section, designated 4.16.060, to read as follows:

04.16.060
Compensation.

Members serve without compensation.

Section 7. That there be added to SMC Title 4 a new section, designated 4.16.070, to read as follows:

04.16.070
Officers

Except that the initial chair of the board is designated by the mayor, the board on an annual basis elects a chair and a vice-chair from its membership to preside over meetings and perform such other functions as may be prescribed by rule.

Section 8. That there be added to SMC Title 4 a new section, designated 4.16.080, to read as follows:

04.16.080
Staff Support.

The city manager assigns a City employee to provide technical and administrative assistance to the board.

Section 9. That there be added to SMC Title 4 a new section, designated 4.16.090, to read as follows:

04.160.090
Meetings

A. The board meets at least once a month. The January meeting, or the first meeting in January if there are two or more, is the annual meeting.
B. A quorum is five members.
C. All meetings are held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW. Minutes of all meetings are kept as public records.

Section 10. This ordinance shall constitute a new chapter, designated Chapter 4.16, Bicycle Advisory Board, in SMC Title 4.

Passed by the City Council February 24, 1992.

JOHN HEBNER, Mayor Pro Tem

Attest: MARILYN J. MONTGOMERY, City Clerk

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 11/10/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	11/5/2025
		Clerk's File #	ORD C36806
		Cross Ref #	RES 2025-0106
Council Meeting Date: 01/12/2026		**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)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FIRST READING OF ORDINANCE VACATING 13TH AVE BETWEEN CHESTNUT &		

Agenda Wording

Vacating 13th Ave between Chestnut & Inland Empire

Summary (Background)

The city water department needs to expand the existing adjacent booster station and there is no room to do so on the existing or any adjacent parcel. The low volume gravel road 13th Ave. is the best place to construct a booster station expansion given that all necessary utilities (large diameter water main, electrical, communication) are nearby. Neighborhood access to Inland Empire Way is available one block north at 12th Ave or one block south at 14th Ave - both of which are paved. City staff is requesting that City Council vacate this right-of-way to accommodate this booster station expansion.

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	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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edjohnson@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36806

An ordinance vacating 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way

WHEREAS, a petition for the vacation of 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way is hereby vacated. Located within the SE Quarter of Section 24, Township 25 North, Range 42 East, Willamette Meridian. Parcel number not assigned.

Adopted by the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
10/28/25

LOCATION: 13th Ave between Chestnut & Inland

PROPONENT: City of Spokane

PURPOSE: To accommodate a new water booster station

HEARING: January 12, 2026

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – 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 13th. Easement shall be recorded and referenced on final Record of Survey.
2. 10' feet in width, centered on facilities as constructed, are required for our electrical services

COMCAST – Comcast has no cable plant in this right-of-way. We are ok with the proposed vacation of this easement

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – Inland will not be affected by the vacation of ROW

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – We have no concerns with this. We are not in the vicinity.

LUMEN – Lumen doesn't have any facilities located in the vacation area and we are okay to vacate.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIEPLINE – No comments

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – Zayo has no objection and or comment concerning the vacation request.

CITY DEPARTMENTS & E911

ADDRESSING – Addressing has no concerns

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – Planning has no concerns with this vacation request.

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT – Fire has no concerns with the proposed vacation

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste Collection has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT

1. Remove curb ramps and curb returns on Inland Empire Way west curb line at 13th.
2. Extend curb and sidewalk along west side of Inland Empire Way to connect with existing curb and sidewalk.
3. Remove stop sign and street name sign.

4. Fill in edge line and centerline striping on Inland Empire Way.
5. Replace street name sign at 13th and Chestnut.

WASTEWATER MANAGEMENT – Wastewater Management has no assets in the proposed vacation area. Therefore, provided on site runoff is maintained and treated on site, we have no objection to the vacation.

WATER DEPARTMENT - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Avista, be established for Avista's existing utilities.

2. Right-of-way closure work must be completed as part of the Booster Station Project. This closure must include,

    i. Remove curb ramps and curb returns on Inland Empire Way west curb line at 13th.
    ii. Extend curb and sidewalk along west side of Inland Empire Way to connect with existing curb and sidewalk.
    iii. Remove stop sign and street name sign

3. The assessed valuation for the vacated land as defined by the latest information from the County Assessor is $19,980.08. Because this right-of-way vacation is to accommodate a City project, City staff requests that the fee for the vacated land be waived.

Eldon Brown, P.E.
Principal Engineer – Developer Services

Eldon W. Brown

CITY OF SPOKANE

Right-of-way Description:
13th Ave between the East line of Chestnut St. and the West line of Inland Empire Way

Legend

Proposed Vacation

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

Printed by: edjohnson Print date: 10/6/2025