**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 May 4, 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 May 4, 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, May 1, 2026, and ending at 6:00 p.m. on Monday, May 4, 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 May 4, 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, MAY 4, 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 SARAH DIXIT**
**COUNCIL MEMBER KATE TELIS**
**COUNCIL MEMBER PAUL DILLON**
**COUNCIL MEMBER KITTY KLITZKE**
**COUNCIL MEMBER ZACK ZAPPONE**

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

# LAND ACKNOWLEDGEMENT

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

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

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

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

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

# AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

## ADDRESSING THE COUNCIL

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found on the Council's documents webpage. (https://my.spokanecity.org/citycouncil/documents/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. (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**

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# 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)**

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# LEGISLATIVE SESSION

**(Council Reconvenes in Council Chamber)**

**LAND ACKNOWLEDGEMENT**

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**
**(Announcements regarding Changes to the City Council Agenda)**

## NO BOARDS AND COMMISSIONS APPOINTMENTS

# REPORTS, CONTRACTS, AND CLAIMS

**The reports, contracts, and claims 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 reports, contracts, and claims agenda.**

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

| REPORTS, CONTRACTS AND CLAIMS | RECOMMENDATION | |
|---|---|---|
| 1. Purchase from Bud Clary Ford of Longview of one 2026 Ford F550 Chassis Cab for the Water Department—$73,507 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone) Rick Giddings | Approve | OPR 2026-0374 |
| 2. Purchase from Bud Clary Toyota of one 2026 Toyota BZ Battery Electric Vehicle for the Waste to Energy Facility—$38,382.50 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone) Rick Giddings | Approve | OPR 2026-0375 |
| 3. Three-year Value Blanket Order with Wastequip Manufacturing Company, LLC (Charlotte, NC) for supplying new metal refuse and recycling dumpsters for the Solid Waste Collection Department—estimated annual expenditure $550,000 (incl. tax). (Council Sponsor: Council Member Klitzke) Trace Bradburn | Approve | OPR 2026-0376 |
| 4. Contract Amendment/Extension with Capital Industrial Inc. (Tumwater, WA) for a building addition, equipment installation and valve/piping installation at the Waste to Energy Facility through December 31, | Approve | OPR 2025-0328<br>PW ITB 6298-25 |

| | | | |
|---|---|---|---|
| | **2026—additional $186,109 (plus tax). Total contract amount: $400,609 (plus tax). (Council Sponsor: Council Member Klitzke)**<br>**Trace Bradburn** | | |
| **5.** | **Consultant Agreement with Propaganda Creative (Spokane) for Phase 1 of the Department of Ecology's Grant of Regional or Statewide Significance (GROSS) award for public education services from April 1, 2026, through June 30, 2027—$144,730 (plus tax). (Council Sponsor: Council Member Klitzke)**<br>**Kirstin Davis** | **Approve** | **OPR 2026-0353**<br>**RFP 6478-26** |
| **6.** | **Report of the Mayor of pending:** | **Approve & Authorize Payments** | |
| | **a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.** | | **CPR 2026-0002** |
| | **b. Payroll claims of previously approved obligations through _____, 2026: $_____.** | | **CPR 2026-0003** |
| **7.** | **Minutes:** | **Approve All** | |
| | **a. City Council Meeting Minutes: _____, 2026.** | | **CPR 2026-0013** |
| | **b. City Council Standing Committee Meeting Minutes: _____, 2026.** | | |

**Council Sponsor requests motion to suspend Council Rules and add the following item (OPR 2026-0409)**

| | | | |
|---|---|---|---|
| **8.** | **Value Blanket Order with (to be determined) for the purchase of countertop water dispensers with PFAS filters for affected residents of the West Plains for one year—total cost not to exceed $50,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**<br>**Chris Averyt** | **Approve** | **OPR 2026-0409**<br>**RFQ 6555-26** |

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

**(Require Five Affirmative, Recorded Roll Call Votes)**

**ORD C36866** **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to add two Engineering positions in the General Fund, and declaring an emergency. (Council Sponsors: Council Members Klitzke and Zappone)**
**Dan Buller**

## NO EMERGENCY ORDINANCES

## NO RESOLUTIONS

## FINAL READING ORDINANCES

**(Require Four Affirmative, Recorded Roll Call Votes)**

**ORD C36863** **Related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections of Titles 08.01, 10.40, 12.05, and 17C; and adopting new Sections 12.15.070 and 12.15.080, all of the Spokane Municipal Code. (Council Sponsors: Council Members Dixit and Dillon)**
**Council Member Dixit and Adam McDaniel**

**(First Reading deferred to April 27, 2026, Agenda, from April 13, 2026, Agenda, during April 13, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to May 4, 2026, Agenda.) (As amended during April 20, 2026, 3:30 p.m. Agenda Review Session) (Pending possible proposed amendment to be considered on April 27, 2026)**

## NO FIRST READING ORDINANCES

## NO SPECIAL CONSIDERATIONS

## NO HEARINGS

# OPEN FORUM

**At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here https://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 May 4, 2026, Regular Legislative Session of the City Council is adjourned to May 11, 2026.**

**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:** PIES **Date:** 04/13/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 05/04/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/26/2026 | | |
| **Clerk's File #** | OPR 2026-0374 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FLEET SERVICES | **Bid #** | DES 28423 |
| **Contact Name/Phone** | RICK GIDDINGS 5096257706 | **Requisition #** | RE 20936 |
| **Contact E-Mail** | RGIDDINGS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 5100 - PURCHASE OF FORD F550 CHASSIS FOR WATER | | |

## Agenda Wording

Fleet Services would like to purchase (1) 2026 Ford F550 Chassis Cab for the Water Department.

## Summary (Background)

Water would like to purchase a new Ford F550 Chassis Cab to replace an older irrigation unit that has reached the end of its economic lifecycle. The existing service body will be retained and installed on the new chassis. Vehicle will be purchased from Bud Clary Ford of Longview using a Washington DES Contract #: 28423. Total cost including sales tax is $73,507.00.

**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?**

Data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 73,507 |
| Current Year Cost | $ 73,507 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

To be purchased using a cooperative contract with Washington DES following all City competitive purchasing rules.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 73,507 | # 4100 42490 94340 56404 11004 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Reserves |

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

Yes

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | GIDDINGS, RICHARD | PURCHASING | NECHANICKY, JASON |
| Division Director | BOSTON, MATTHEW | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| RGIDDINGS@SPOKANECITY.ORG | Tprince@spokanecity.org |
| | |
| | |
| | |
| | |

**From:** NOREPLY@des.wa.gov
**To:** Hopkins, Leon
**Cc:** descarssystem@des.wa.gov
**Subject:** Vehicle Quote - 2026-2-278 - SPOKANE, CITY OF - 23210
**Date:** Monday, February 16, 2026 1:55:07 PM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2026-2-278** Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423
Dealer: Bud Clary Ford (W403)
Dealer Contact: Kathleen Brennan
Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: lhopkins@spokanecity.org
Quote Notes:
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1

Tax Exempt: N

**Vehicle Options**

| Order Code | Option Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|
| 2026-09005-0001 | 2026 Ford F-550 2WD Cab and Chassis | 1 | $52,894.00 | $52,894.00 |
| 2026-09005-0015 | Alternative Wheelbase: Extended Cab, 192WB, 84CA [Includes 6.7L V8 Diesel #99T with 4.10 RAR, Dual Batteries #86M, 190-Amp Alternator] (X5G/192WB) | 1 | $10,875.00 | $10,875.00 |
| 2026-09005-0028 | Engine Block Heater (41H) | 1 | $187.00 | $187.00 |
| 2026-09005-0052 | Limited Slip Rear Axle (4.88 RAR w/ gas, 4.10 RAR w/ diesel) (If ordering 19,000 or 19,500# GVWR, Limited Slip axle is already included) (X8L/X4N) | 1 | $388.00 | $388.00 |
| 2026-09005-0062 | Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (Info: Upfitters offer rearview camera installation option with body orders) (872) | 1 | $505.00 | $505.00 |
| 2026-09005-0071 | Tires: 225/70Rx19.5G BSW Traction Tires (includes 4 traction tires on rear and (2) A/P tires on the front) (If optional spare tire is also ordered, it may not be same as road tires) (TGM) | 1 | $187.00 | $187.00 |

| | | | | |
|---|---|---|---|---|
| 2026-09005-0081 | Platform Running Boards (Extended/Crew Cabs) (18B) | 1 | $437.00 | $437.00 |
| 2026-09005-0082 | Exterior backup alarm (76C) | 1 | $226.00 | $226.00 |
| 2026-09005-0090 | 360-Degree Dual Beacon LED Warning Strobes (Amber) (roof-mounted in front of the CHMSL) (91S) | 1 | $647.00 | $647.00 |
| 2026-09005-0208 | Delivery to customer location in Eastern Washington. (DLR) | 1 | $450.00 | $450.00 |
| 2026-09005-0210 | Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR) | 1 | $387.00 | $387.00 |
| 2026-09005-0231 | Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR) | 1 | $52.00 | $52.00 |
| 2026-09005-0235 | Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR) | 1 | $152.00 | $152.00 |
| 2026-09005-9991 | Catalytic Converter Heat Resistant Marker | 1 | $299.00 | $299.00 |

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

| | |
|---|---|
| **Total Vehicles:** | 1 |
| **Sub Total:** | $67,686.00 |
| **8.6 % Sales Tax:** | $5,821.00 |
| **Quote Total:** | $73,507.00 |

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

## Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

## CERTIFICATION OF BUSINESS ACTIVITIES

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

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

**For Internal Use only:** Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

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

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 04/13/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 05/04/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/30/2026 | | |
| **Clerk's File #** | OPR 2026-0375 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FLEET SERVICES | **Bid #** | |
| **Contact Name/Phone** | RICK GIDDINGS 5096257706 | **Requisition #** | RE 20939 |
| **Contact E-Mail** | RGIDDINGS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 5100 - PURCHASE OF A TOYOTA BZ ELECTRIC VEHICLE FOR WASTE TO ENERGY | | |

## Agenda Wording

Fleet Services would like to purchase one 2026 Toyota BZ Battery Electric Vehicle for the Waste to Energy Facility.

## Summary (Background)

Waste to Energy would like to purchase a small Battery Electric Vehicle to be used for a variety of on and off-site tasks. The unit will be powered using low-cost electricity generated at the facility. Vehicle will be purchased from Bud Clary Toyota of Yakima using a Washington DES Contract. Total cost including sales tax is $38,382.50.

**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?**

Data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | |
| Total Cost | $ 38,382.50 |
| Current Year Cost | $ 38,382.50 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

Vehicle to be purchased using a WA DES contract following all City competitive purchasing rules.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 38,382.50 | # 4490-44900-94370-56404-19032 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Reserves |

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

Yes

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | GIDDINGS, RICHARD | PURCHASING | PRINCE, THEA |
| Division Director | STRATTON, JESSICA | | |
| Accounting Manager | ZOLLINGER, NICHOLAS | | |
| Legal | SZAMBELAN, TIMOTHY | | |
| For the Mayor | SCOTT, ALEXANDER | | |

## Distribution List

| | |
|---|---|
| RGIDDINGS@SPOKANECITY.ORG | Tprince@spokanecity.org |
| fleetservicesaccounting@spokanecity.org | jsalstrom@spokanecity.org |
| | |
| | |
| | |

**From:** NOREPLY@des.wa.gov
**To:** Giddings, Richard
**Cc:** descarssystem@des.wa.gov
**Subject:** Vehicle Quote - 2026-3-591 - SPOKANE, CITY OF - 23210
**Date:** Monday, March 30, 2026 9:27:58 AM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

**Vehicle Quote Number: 2026-3-591** Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

| | | | |
|---|---|---|---|
| Contract #: | 28423 | | |
| Dealer: | Bud Clary Toyota of Yakima (W6870) | Dealer Contact: | Kathleen Brennan |
| | 2230 Longfibre Road | Dealer Phone: | (360) 423-4321 |
| | Union Gap Wa 98903 | Dealer Email: | toyota.orders@budclary.com |

**Organization Information**

| | |
|---|---|
| Organization: | SPOKANE, CITY OF - 23210 |
| Email: | RGIDDINGS@SPOKANECITY.ORG |
| Quote Notes: | WTE Toyota BZ |
| Vehicle Location: | SPOKANE CITY |

**Color Options & Qty**

EXTRA COST - Wind Chill Pearl - 1

Tax Exempt: N

**Vehicle Options**

| Order Code | Option Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|
| 2026-03091-0001 | 2026 Toyota BZ (BEV) | 1 | $30,014.00 | $30,014.00 |
| 2026-03091-0002 | INFORMATION ONLY: Vehicle Sales Tax is 8.6% | 1 | $0.00 | $0.00 |
| 2026-03091-0003 | INFORMATION ONLY: Bud Clary Toyota of Yakima (Clary Union Gap, LLC) - DES Vendor #W6870 | 1 | $0.00 | $0.00 |
| 2026-03091-0004 | INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0200. Standard Equipment includes TWO keys. For additional keys, see option #0210. | 1 | $0.00 | $0.00 |
| 2026-03091-0005 | INFORMATION ONLY: Toyota is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Toyota might not be able to provide price protection for vehicles that will need to be re-ordered as a 2026 model year. If Toyota is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling. | 1 | $0.00 | $0.00 |

| | | | | |
|---|---|---|---|---|
| 2026-03091-0006 | INFORMATION ONLY: Bud Clary Toyota of Yakima CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Absolutely NO cancellation if customer has licensed/registered vehicle. | 1 | $0.00 | $0.00 |
| 2026-03091-0010 | 2026 Toyota BZ, XLE Trim Level, Front-Wheel Drive (FWD), Battery Electric Vehicle (BEV), 5-passenger SUV. Lithium ion battery; 57.7 kWh, 288.6V; Single electric motor, Estimated Range: 236 miles. (2873) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description. | 1 | $0.00 | $0.00 |
| 2026-03091-0012 | XLE TRIM - All-Wheel Drive (AWD) [Includes Dual electric motors; 74.7kWh battery capacity, 391V; 388 (front 224/rear 118) hp, 198/125 (front/rear) lb-ft torque; X-MODE drive mode with Snow/Dirt, Deep Snow/Mud and Grip Control Modes; Downhill Assist Control (DAC); (1) 12V120W auxiliary power outlet in bottom storage tray; Dual-zone automatic climate control with rear seat vents; Estimated Range: 288 miles] (2872) | 1 | $4,300.00 | $4,300.00 |
| 2026-03091-0027 | All weather floor liners and cargo tray (2T) | 1 | $333.00 | $333.00 |
| 2026-03091-0030 | First Aid Kit (Includes sting pads, bandages, stretch bandage, steel scissors, all in a flame retardant zipper case) (3Z) | 1 | $30.00 | $30.00 |
| 2026-03091-0050 | EXTRA COST PAINT: Wind Chill Pearl | 1 | $466.00 | $466.00 |
| 2026-03091-0202 | Delivery to customer in Eastern Washington (DLR) | 1 | $200.00 | $200.00 |

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

| | |
|---|---|
| **Total Vehicles:** | 1 |
| **Sub Total:** | $35,343.00 |
| **8.6 % Sales Tax:** | $3,039.50 |
| **Quote Total:** | $38,382.50 |

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

## Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

## CERTIFICATION OF BUSINESS ACTIVITIES

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

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

**For Internal Use only:** Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

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

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 04/13/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 05/04/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/27/2026 | | |
| **Clerk's File #** | OPR 2026-0376 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | SOLID WASTE COLLECTION | **Bid #** | CO-OP |
| **Contact Name/Phone** | TRACE 625-6524 | **Requisition #** | VALUE BLANKET |
| **Contact E-Mail** | TBRADBURN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | VALUE BLANKET ORDER FOR METAL DUMPSTERS | | |

## Agenda Wording

Three-year value blanket order with Wastequip Manufacturing Company, LLC (Charlotte, NC) for supplying new metal refuse and recycling dumpsters -- estimated annual expenditure $550,000 (including tax).

## Summary (Background)

The Solid Waste Collection and Disposal Departments own, operate and maintain an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). New metal dumpsters are purchased to allow an adequate inventory for size changes, account growth and to replace dumpsters which are no longer repairable and have reached the end of their useful life. This value blanket order is based off of Sourcewell Cooperative Purchasing Contract #010825-WQI. The current contract term expires in three (3) years, on May 19, 2029, but can be extended for three (3) additional one-year periods. The Solid Waste Departments would like the expiration of this value blanket to align with those dates, including the three (3) one-year extensions if granted by Sourcewell, for a total of six (6) years. Wastequip's Sourcewell contract has favorable terms for the city and pricing that is considered stable in current market conditions.

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

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

Public Works follows the City's established procurement and bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance. Expenses are tracked through FMS and equipment monitored by department staff to ensure durability and longevity in the field.

**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 value blanket order is consistent with annual budget strategies to limit costs and aligns with the city's procurement and purchasing policies. This purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The department provides its customers solid waste containers that are compatible with collection trucks.

**Council Subcommittee Review**

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 1,650,000 |
| Current Year Cost | $ 550,000 |
| Subsequent Year(s) Cost | $ 550,000 |

## Narrative

Dumpsters are purchased on an as-needed basis. This is a routine purchase that is planned for annually in both Solid Waste Departments' budgets.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 550,000 estimated annual expense | # various |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

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

| | |
|---|---|
| **Expense Occurrence** | Recurring |

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

Dumpsters provide necessary equipment for refuse and recycling collection which generates revenue.

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | BRADBURN, TRACE | **PURCHASING** | PRINCE, THEA |
| **Division Director** | FEIST, MARLENE | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

### Distribution List

| | |
|---|---|
| tbradburn@spokanecity.org | rschoonover@spokanecity.org |
| mdorgan@spokanecity.org | jsalstrom@spokanecity.org |
| tprince@spokanecity.org | rrinderle@spokanecity.org |
| Tax & Licenses | vconnellly@wastequip.com |
| mlynn@wastequip.com | rdelander@wastequip.com |

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**MASTER AGREEMENT # 010825**
**CATEGORY: Bulk Solid Waste and Recycling Equipment**
**SUPPLIER: Wastequip Manufacturing Company LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1:
## General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:

   a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
   b. Knuckleboom and grapple loaders;
   c. Hook and hoist dumpster loaders;
   d. Roll-off trucks; and
   e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other material deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither the Supplier nor Sourcewell may assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Notwithstanding the foregoing, Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible party and named in the Agreement. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Either Party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement TO THE EXTENT THE INCLUDED SOLUTIONS HAVE BEEN USED ACCORDING TO THEIR SPECIFICATIONS. Sourcewell's responsibility will be governed by the State of

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Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Either Party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Breaching Party under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually determined by Participating Entity and the Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

9) Force Majeure. Supplier shall not be held responsible for delay or default caused by acts of God or other conditions that are beyond Supplier's reasonable control.

| Sourcewell | Wastequip Manufacturing Company LLC |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A139D06489... | Signed by: Laura Hubbard 834FF567BB0940B... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Laura Hubbard |
| Title: Chief Procurement Officer | Title: Director of Municipal Sales |
| Date: 5/29/2025 \| 6:53 AM CDT | Date: 5/28/2025 \| 5:46 PM EDT |

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# RFP 010825 - Bulk Solid Waste and Recycling Equipment

## Vendor Details

| | |
|---|---|
| Company Name: | Wastequip Manufacturing Company LLC |
| Address: | (Bid Location) 841 Meacham Road<br>Statesville, NC 28677 |
| Contact: | VICKY CONNELLY-TURMAN |
| Email: | bids@wastequip.com |
| Phone: | 800-424-0422 09641 |
| HST#: | 22-3191624 |

## Submission Details

| | |
|---|---|
| Created On: | Thursday November 14, 2024 09:04:29 |
| Submitted On: | Wednesday January 08, 2025 09:47:56 |
| Submitted By: | VICKY CONNELLY-TURMAN |
| Email: | bids@wastequip.com |
| Transaction #: | 47b1e5d2-7634-436b-8161-d5c3fac75387 |
| Submitter's IP Address: | 4.37.174.194 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Wastequip Manufacturing Company LLC | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | Wastequip Manufacturing Company LLC's affiliates are its Wastequip sister companies, Confab, Galbreath (Pioneer), Amrep, ContainerPros, Wastequip WRX, Wastebuilt, and Mountain Tarp; however, Wastequip Manufacturing Company LLC is the Responsible Supplier to execute this master agreement with Sourcewell. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Unique Entity ID: C6CCF17GV7B7 CAGE Code: 1LRZ1 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 332420, 332439, 333131, 333310, 423830, 333923 | |
| 6 | Proposer Physical Address: | 6525 Carnegie Blvd, Suite 300<br>Charlotte, NC 28211 | * |
| 7 | Proposer website address (or addresses): | www.wastequip.com | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Laura Hubbard<br>Director of Municipal Sales<br>841 Meacham Road<br>Statesville, NC 28677<br>lhubbard@wastequip.com<br>704-682-3398 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Vicky Connelly-Turman<br>Bids/Contracts Supervisor - Steel<br>841 Meacham Road<br>Statesville, NC 28677<br>vconnelly@wastequip.com<br>980-987-7602 ext. 9641 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Kellie Clark<br>Senior Manager, Bids and Contracts,<br>Wastequip, LLC & Toter, LLC<br>841 Meacham Road<br>Statesville, NC 28677<br>kclark@wastequip.com<br>980-987-7602 ext. 9584 | * |

### Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina, with over forty (40) manufacturing and service facilities throughout North America. Wastequip employs more than 2000 dedicated employees.<br>We serve our customer base on a local level while delivering cost advantages that smaller manufacturers cannot achieve. This gives Wastequip a clear edge over our competitors.<br>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision is to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery, and outstanding customer service.<br>Wastequip systematically acquired the leading businesses and brands over the course of three decades, combining them under the Wastequip name. These trademarks included everything from standard and specialized steel containers for every waste handling need, to garbage trucks to hoists, carts, and tarping systems, as well as container and compactor maintenance, repair, and service. For all of your waste handling needs, Wastequip is your "All In One" company. | * |
| 12 | What are your company's expectations in the event of an award? | Wastequip anticipates the following as a potential incumbent awardee:<br>• Continue to raise market awareness of our Sourcewell contract, our goods, and services by partnering with other Awarded Sourcewell Vendors and providing comprehensive product purchase solutions through our Sourcewell contract.<br>• Continue to promote Sourcewell among our current clientele and extend this service to Wastequip's recently acquired businesses.<br>• Maintain and enhance our dealer networks' comprehension of Sourcewell and how to use our Sourcewell contract to obtain a competitive edge.<br>• Continue to increase market share in order to sustain revenue growth.<br>• Together, Wastequip and Sourcewell can provide Public Agencies with quality solutions within one "All In One" company. | * |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | The attached Organizational Chart shows Wastequip Manufacturing Company LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings; therefore, we have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements). Wastequip Manufacturing Company LLC is providing these financial statements as required by the RFP terms and trusts that Sourcewell will not post this information for public viewing and provide Wastequip Manufacturing Company with notice if a FOIA request is made for information that would include these financial statements.<br>*You can find these attachments along with a referral letter from our bank uploaded in the Financial Strength and Stability Documents labeled, "RFP #010825 WQ Financial Strength and Stability" | * |
| 14 | What is your US market share for the Solutions that you are proposing? | While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position upon request. Based on our internal estimates, we determined that most of Wastequip's business units are a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Most of our divisions do a small amount of business in Canada; therefore, we do not track our Canadian market share. However, we will seek further business in Canada, utilizing Canoe, and increasing Revenue. | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | None | * |

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| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Wastequip Manufacturing Company LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Wastequip Manufacturing Company LLC sales are made directly in North America by our Sales footprint of twenty-six (26) Regional Sales Managers (RSMs) currently, plus four (4) Division Sales Directors, one (1) Municipal Sales Director, and one (1) Vice President of Sales.<br>Additionally, we depend on reputable dealers that aid us in building new business and offer support services in the US and Canada. Our RSMs and dealer network are fully supported by a team of Customer Service Representatives (CSRs), Inside Sales/ Call Specialists at the Wastequip Call Center, as well as a dedicated Bids/Contracts staff and Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff. |
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Wastequip Manufacturing Company LLC has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses. We operate facilities that are OSHA compliant. Our steel waste containers, compactors, parts, and hoist systems meet or exceed the American National Standards Institute (ANSI) standards to ensure consistent quality and safety:<br>• ANSI Z245.30 - 2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Safety Requirements.<br>• ANSI Z245.60-2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Compatibility Dimensions.<br>• ANSI Z245.2-2013 Stationary Compactors - Safety Requirements for Installation, Maintenance, and Operation.<br>• ANSI Z245.5-2013 Baling Equipment - Safety Requirements for Installation, Maintenance, and Operation.<br>• ANSI Z245.1-2017 Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment.<br>Employees from several Wastequip divisions have been on or are currently serving on committees or subcommittees of the National Waste and Recycling Association. |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | None |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Wastequip, LLC, the parent company of Wastequip Manufacturing Company LLC, has received several recognitions:<br>• August 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOMM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers, and more.<br>• March 2022, Wastequip was a nominee for Sustain Charlotte's 10th Annual Charlotte Sustainability Awards in the Large Business category. This award honors businesses for advancing smart growth and sustainability in Charlotte, NC.<br>• October 2021, our sister division, Toter, was nominated for the "Coolest Thing Made in NC" by the NC Chamber. This competition celebrates North Carolina's manufacturers and shines a light on manufacturing careers and allows the public to nominate and vote for favorite products manufactured in North Carolina.<br><br>Executive Team Awards:<br>• Waste 360 awarded Wastequip's Brittany Taylor, Regional Sales Manager, to the 2023 class of “40 under 40” awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling, and organics has made a significant contribution to the waste and recycling industry. |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | For the product line being offered in this RFP, over the past three years, approximately 6% of our total sales were in the government sector. |
| 22 | What percentage of your sales are to the education sector in the past three years? | For the product line being offered in this RFP, over the past three years, approximately 1% of our total sales were in the education sector. |

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| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | ***CONFIDENTIAL INFORMATION***<br>Sourcewell:<br>• 2021 = $12.7M<br>• 2022 = $10.3M<br>• 2023 = $12.9M<br>Houston Galveston Area Council (HGAC):<br>• 2021 = $252K<br>• 2022 = $550K<br>• 2023 = $144K<br>Texas BuyBoard:<br>• 2021 = $878K<br>• 2022 = $1.5M<br>• 2023 = $1.0M<br>MassDEP:<br>• 2021 = $361K<br>• 2022 = $930K<br>• 2023 = $464K | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None are held at this time. | * |

### Table 2B: References/Testimonials

**Line Item 25**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
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| City of Temple, TX | Joseph Paine, Commercial Foreman | (254) 289-5725 | * |
| City of Enumclaw Public Works, WA | Branden Herrell, Operations Manager | (360) 615-5659 | * |
| Spartanburg County, SC | Steve Walker, Public Works Manager | (860) 706-3587 | * |

### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSMs). Our direct Wastequip employed sales network consist of the following:<br>• Wastequip Manufacturing Company LLC: Twenty-six (26) RSMs that cover the continental US, Hawaii, Alaska, and Canada and six (6) Customer Service Representatives (CSRs)<br>• Confab Steel Group: Three (3) RSMs that cover the lower US West Coast and Hawaii and five (5) CSRs<br>• Galbreath Mobile Group: Five (5) RSMs that cover the continental US and Canada and three (3) CSRs<br>• Amrep Mobile Hoist Group: Five (5) RSMs that cover the continental US and Canada and eight (8) CSRs<br>• ContainerPros: The strength of ContainerPros lies in its diverse and experienced workforce, including Directors, Project Managers, Project Coordinators, Data Coordinators, Project Supervisors, and Leads. Each professional brings a wealth of expertise and hands-on experience, ensuring that every project is executed with precision and care. This well-rounded team works seamlessly together, managing all aspects of service delivery from planning through completion.<br>• Wastebuilt: Wastebuilt is Wastequip's Original Equipment Manufacturer (OEM) Parts Provider for Wastequip Products as well as Aftermarket Parts Provider for non-Wastequip Products. Wastebuilt is organized in four (4) US Regions: FLORIDA, EAST, CENTRAL and WEST. Each Region is Managed by a Regional Director and Outside Sales Team. Overall, there are seventeen (17) Outside Sales Representatives and an additional four (4) Field Merchandisers throughout the US.<br>• Mountain Tarp: Mountain Tarp is the premier manufacturer of tarping systems for construction, agriculture and transportation applications. With six (6) manufacturing and installation sites, Mountain Tarp also works in conjunction with Wastequip WRX, multiplying Mountain Tarp locations across the country to handle customer repairs and new system installations.<br><br>All Wastequip groups are supported by our four (4) Regional Sales Directors, our Director of Municipal Sales and the Bids/Contracts Team.<br><br>Wastequip also has an Inside Sales Team furthering the above sales and support footprint, to provide quoting and assistance as needed. There are seven (7) Inside Sales team members, led by one (1) manager position. This team extends all of Wastequip's Sales teams, centrally located, to provide support across North America and beyond.<br><br>Wastequip also provides product group specific Warranty Teams.<br><br>Together these team members perform all actions necessary to produce an exceptional level of sales, including, but not limited to making sales calls necessary to cover territories, assisting with test programs, and warranty administration. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff. |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | All Wastequip Groups rely on a wide and geographically diverse independent third-party dealer network and service providers who aid in developing new business and provide additional support services to Participating Entities. We are intent on providing quality "All In One" solutions.<br>• Wastequip/Confab Steel Groups offer approximately fourteen (14) Preferred Dealers who employ personnel to handle sales, service, maintenance, and installation of Wastequip's products.<br>• Galbreath Mobile Group has structured a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US and Canada.<br>• Amrep Mobile Hoist Group offers a geographically diverse independent third-party dealer network consisting of six (6) dealers with eleven (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from five (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams.<br>• Wastequip WRX offers ten (10) service locations across the US. If the customer cannot be serviced through one of our locations, we will provide services through our 3rd Party network.<br>• Mountain Tarp has a well-established Dealer network to provide Tarp sales and service across the United States. |

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| 28 | Service force. | All Wastequip Groups depend on a vast and geographically varied network of independent third-party dealers and service providers who help Wastequip grow its business and offer extra support services. We also employ division specific engineering staff who are available for specific design projects or technical requirements. Wastequip provides “All In One” solutions.<br>• Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service, and repair of equipment.<br>• Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service, and repair of equipment assistance.<br>• ContainerPros, a service division, is highly skilled and versatile to provide owners and operators with an array of specialized professional waste management services including container assembly, maintenance, service, consulting, sales and marketing, and customer management across the United States and Canada.<br>• Wastequip WRX, another service division, provides repair services for all makes and models of commercial refuse trucks and trash compactors/balers.<br>• Wastebuilt’s thirteen (13) Parts Distribution Centers cover all major regions in the US with local Delivery and Will Call (paid-for parts delivered/held at agreed upon location). Most parts can be delivered by the means of our own delivery trucks or 3rd party logistics dealers within 1-3 days throughout the US for all items in stock. Our national phone system routes our customers based on area code to the closest brick and mortar site to service them with inventory on hand.<br>• Mountain Tarp has six (6) production and installation facilities in the United States. In order to manage client maintenance and new system installations, Mountain Tarp also collaborates with Wastequip WRX locations nationwide.<br>Wastequip’s dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams, extending our availability to customers. |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Our general outline for order processing is:<br>1. Wastequip prepares proposal documents based on product selection by Sourcewell Member.<br>2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell Member or Dealer utilizing our SalesForce.com Customer Relationship Management (CRM) system.<br>3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Wastequip, or Dealer, as appropriate.<br>4. Order is entered electronically into the Wastequip D365/CRM order entry system.<br>5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approval Forms.<br>6. Once signed order acknowledgement is received, the order is released for production planning for a production timeframe.<br>7. Order is produced to required specifications.<br>8. Wastequip logistics team contacts Sourcewell Member to schedule delivery.<br>9. Order is delivered to Sourcewell Member.<br>10. Product and Warranty support available. |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Wastequip takes great satisfaction in providing exceptional customer service and has extensive experience working with municipal and private accounts of all sizes, as well as multi-location enterprises. Our large customer base requires rapid customer care and strict, just-in-time delivery performance. Regional Sales Managers (RSMs) and Customer Service Representatives (CSRs) at Wastequip attend to the needs of customers before, during, and after they place orders with our business. Within 48 hours after receiving the purchase order, we aim to have clients' orders submitted, entered, and confirmed with ship dates for regular product order entry. A similar procedure is followed for non-standard or special products, which comprises engineering, sales drawing submission for approval, and confirmation of the ship date after approval.<br><br>At Wastequip we want all customers to have a great experience with our products - from our first contact with us, all the way through product delivery. As such, we have adopted the following Customer Service Credo Commitment:<br>• We will treat all customers with respect.<br>• We will follow up with customers upon receipt of order to ensure satisfaction.<br>• We will resolve any issues quickly.<br>• We will provide a dedicated Customer Service Representative (CSR) for each participating member.<br>• We will respond quickly on quotes (same-day response in most cases). |

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| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | Wastequip Manufacturing Company LLC has enjoyed the privilege of working with Sourcewell since 2012 with previous contracts and we are excited about the opportunity to continue our relationship with Sourcewell and their Participating Entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 890 Sourcewell Participating Entities.<br><br>Wastequip Manufacturing Company LLC's executive leadership and sales team are fully invested, and all resources are in place for a seamless transition. Our Bids/Contracts team and Regional Sales Managers are very familiar with and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Wastequip Manufacturing Company LLC currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcewell contract adopted by Canoe and have been very pleased with the increase in interest, and activity in Canada. We will seek to increase member participation in Canada with a new contract. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.<br>The thirteen (13) production facilities owned by Wastequip Manufacturing Company LLC are positioned strategically across the US to provide complete service.<br>Since 2018 Wastequip's Amrep Mobile Hoist Group has been widening its reach and presence in the Central and Eastern U.S. adding to its already strong presence in the Western region. Amrep intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. In May 2024, Amrep announced its expansion of their East Coast facility in Salisbury, NC. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | No specific contract requirements or restrictions would apply.<br>Wastequip is able to serve these areas with all of our offered products. We are adept at handling the difference in our service involving Ocean Freight, different sized sea containers (different container quantities than over-the-road semi-truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are accepting of these freight differences. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes | * |

## Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
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| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Our marketing strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcewell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value.<br><br>Wastequip will predominantly highlight our Sourcewell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcewell logo on show materials like banner stands and literature at major regional and national events.<br><br>The Wastequip Bids and Contracts Department is a key component in communicating our Sourcewell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcewell's reach into underserved markets and raise awareness in new sectors.<br><br>We will continue to emphasize the value brought to the entities we serve across our web properties. The plan to feature Sourcewell information will include a link back to Sourcewell's website to enhance visibility and simplify engagement in this valuable partnership.<br>*Please find Wastequip's Marketing Materials uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples" | * |

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| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program.<br><br>Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded advertisement placements. Additionally, we use Urchin Tracking Module (UTM) parameters and custom redirects to capture personal interactions with our brands.<br><br>All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social media.<br><br>• Facebook Metadata<br>Audience Demographics: Age, location, interests, gender.<br>Engagement Metrics: Likes, shares, comments, click-through rates, and post reach.<br>Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate.<br><br>• LinkedIn Metadata<br>Audience Details: Job titles, industry, company size, and geographic data.<br>Engagement Insights: Likes, shares, comments, and click-through rates.<br>Campaign Metrics: Conversion rates, impressions, and click-through rates.<br><br>• Wastequip Website Properties Metadata<br>Visitor Data: Unique visitors, returning visitors, pages per session, session duration.<br>Source/Medium: Identifies traffic sources (organic, paid, referral, campaign).<br>Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions.<br>Conversion Data: Tracks product page views, download actions, and completed forms.<br><br>• Banner Ads Metadata<br>Campaign Data: Impressions, click-through rates, and conversion rates.<br>Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords.<br>Audience Targeting: Target demographics (age, location, interests).<br>Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale.<br>*Please find Wastequip's social media examples uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples". | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | In promoting agreements from this RFP, Sourcewell provides important foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels, thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them.<br><br>Wastequip will take a proactive approach and continue to integrate a Sourcewell-awarded agreement into our sales process, involving refresh sessions with our Regional Sales Managers, Dealers, and other internal staff on how to effectively communicate Sourcewell's added value to established and potential Members.<br><br>Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we will engage relevant industries and specific job titles with personalized content.<br><br>This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs. | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Due to the specialized requirements and customizations of Wastequip products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and email. We can work with members to use Ariba Supplier Solutions and provide invoicing for customers using Ariba.<br><br>Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility streamlines and matches processes for customers, so that we continuously meet their needs. | * |

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

| Line Item | Question | Response * | |
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| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Wastequip Manufacturing Company LLC offers plant tours for our customers upon request, and our Regional Sales Managers are on hand for onsite training and troubleshooting issues in the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Simple repairs can be explained in 1-to-2-page instruction sheets but can also be done in person.<br><br>Wastequip Compaction Technical Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is $350 per student and each attendee receives a service training manual, training competitions certificate and an electric voltmeter. The curriculum includes the following:<br>1. Plant Tour<br>2. Hydraulics<br>3. Electrical Theory<br>4. Hands-on hydraulic and electrical demonstrations<br>5. Troubleshooting systems<br>6. Application of classroom knowledge to achieve solutions<br>7. Guardian Control System<br>8. ANSI (American National Standards Institute)<br>9. Lock out / tag out procedures<br>10. Review of new equipment features | * |
| 42 | Describe any technological advances that your proposed Solutions offer. | Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications.<br>1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight.<br>2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers' desire to operate compressed natural gas (CNG) powered vehicles as well as electric vehicles (EV's).<br>3. Wastebuilt's highly advanced national phone system has the ability to route customer calls, based on their area code, to the closest brick and mortar site to service them with inventory on hand.<br>4. See our CORE initiatives listed in question forty-three (43). | * |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | At Wastequip, we are focused on our commitment to improving the condition of the planet, the lives of our employees, and the quality of life in the communities we serve, all while maintaining a healthy and thriving company.<br><br>Some of the ways we are working towards our "green" initiatives are:<br>• Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers.<br>• Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs.<br>• Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants with LED lighting.<br>• Distribution efficiency: We are continuously innovating our products to enhance our "green" initiatives. We continue to employ nesting improvements in the distribution of our steel containers, allowing us to nest and ship more products on each truckload.<br>• Renewable Energy: Following a successful launch at our facility in Tyler, Texas, our staff created "solar powered" signage for several of our Wastequip plant locations. Many Wastequip plants and offices have been upgraded with motion sensing lights and newer LED ballasts to reduce energy consumption and waste.<br>• Climate Preservation: As we have acquired new steel facilities, we have also replaced welding gas tanks that could be prone to leakage, therefore preventing damage to the climate.<br>*Please find our Sustainability Report uploaded to Upload Additional Documents Zip file labeled, "RFP #010825 Upload Additional Documents". | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | To understand the complete environmental impact of our products, we continue to work with a consultant on cradle-to-grave Life-Cycle Assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From our new Steel LCA, the majority of emissions from our products come from the raw materials we source. We have applied what we've learned from collective data to create goods that use less raw materials during manufacturing, which lowers the carbon footprint of our containers. | * |

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| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Wastequip Manufacturing Company LLC is owned by our parent company, Wastequip, the waste industry's one stop shop with twelve (12) industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation.<br><br>1. The Wastequip portfolio includes quality brands from the production of containers and compactors to refuse trucks, parts, and service. With a "can do" approach, you can trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.<br>2. Galbreath boasts many value-added items including a full staff of Engineers, including a design group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensures the latest technological developments are being utilized in the design of our products. Galbreath Mobile Group has a robust dealer network for the cable hoist market, with more than fifty (50) certified dealers strategically located across the U.S. and Canada.<br>3. ContainerPros offers Sourcewell participating entities with over twenty (20) years of experience, resulting in a unique blend of customized waste management solutions, and designed to maximize efficiency and revenue while minimizing costs.<br>With a focus on personalized service, professional training, and proven results, we ensure that every job is done right the first time. Our commitment to quality and customer satisfaction makes Wastequip the ideal partner for Sourcewell members seeking to optimize their operations and provide positive solutions to their own end users. | * |

### Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
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| 46 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | ○ Yes<br>◉ No | Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE).<br><br>However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBEs and/or SBEs as subcontractors on a case-by-case basis in a concerted effort to meet the encouraged goals of our municipal/governmental customers.<br><br>Wastequip buys our office supplies via a WMBE or SBE. Additionally, we collaborate on projects with numerous underprivileged companies and are always looking for new methods to cooperate with these certified businesses such as subcontracting work for compactor or equipment installation.<br><br>*Please find Wastequip's Good Faith Effort Statement uploaded to WMBE/MBE/SBC or Related Certificates labeled, "RFP #010825 Wastequip Good Faith Effort". | * |
| 47 | | Minority Business Enterprise (MBE) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 48 | | Women Business Enterprise (WBE) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 49 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 50 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 51 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 52 | | Small Business Enterprise (SBE) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 53 | | Small Disadvantaged Business (SDB) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |
| 54 | | Women-Owned Small Business (WOSB) | ○ Yes<br>◉ No | Please see Wastequip Manufacturing Company's response in the above question #46 comment box. | * |

### Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 55 | Describe your payment terms and accepted payment methods. | Payment shall be due as stated on the Wastequip Invoice for the Product. Payment Terms are set at Net 30 Days with Approved Credit. For method of payment, Wastequip accepts P-card, credit card (additional fees apply), wire, ACH, or check. Our preferred method of payment is wire, ACH or check. | * |

| | | | |
|---|---|---|---|
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | All Wastequip divisions have access to a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract with Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds are not always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL allows agencies to obtain equipment without delay through manageable installment payments that come from their operating budget. We believe that Sourcewell, Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members. | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Wastequip Manufacturing Company LLC aims to streamline procedures for Participating Entities while ensuring that they are set up for safe data use, high service levels, approvals of order details prior to manufacture, and other forms and processes. The purpose of these transaction documents is to benefit our business and our clients. Attached are samples of several of these forms for Sourcewell's review.<br><br>We have included the following Standard Transaction Documents in the file upload section:<br>1. Customer Set-Up Form<br>2. Wastequip Credit Application Form<br>3. Credit Card Authorization Form<br>4. Wastequip Terms and Conditions of Sale<br>5. Wastequip Limited Warranty<br>6. Wastequip Equipment Finance Application<br><br>*Please find the above documents uploaded to Standard Transaction Document Samples labeled, “RFP #010825 Wastequip Standard Transaction Document Samples”. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, Wastequip accepts P-card and credit card payments; additional fees apply. Our preferred method of payment is wire, ACH or check, at no additional cost to customers. | * |
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | • Wastequip Steel Container products are offered on a line-item by manufacturing facility location basis.<br>• Wastequip Compaction products are offered on a line-item by location basis.<br>• Galbreath Mobile Products are offered on a product catalog basis.<br>• Amrep Mobile Products are offered on a product line-item basis.<br>• ContainerPros services are offered on a Price On Request basis; customized for the needs of the Sourcewell Member.<br>• Wastequip WRX services are offered on a line-item by location basis.<br>• Wastebuilt products are offered on a product line-item basis.<br>• Mountain Tarp products are offered on a product line-item basis.<br><br>*Please find Wastequip’s Pricing Zip File uploaded to Pricing labeled, “RFP #010825 Wastequip Pricing Guides” | * |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members.<br>• Wastequip Steel Container Products: Special Market Pricing<br>• Confab Steel Container Products: Special Market Pricing<br>• Wastequip Compaction Products: Special Market Pricing<br>• Galbreath Mobile Products: 5% to 20% off Catalog List Pricing<br>• Amrep Mobile Products: Special Market Pricing<br>• ContainerPros: Special Market Pricing<br>• Wastequip WRX: Special Market Pricing<br>• Wastebuilt: Special Market Pricing<br>• Mountain Tarp: Special Market Pricing | * |

| | | | |
|---|---|---|---|
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request. | * |
| 62 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Wastequip is offering the following sourced goods solutions:<br>Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or a Wastequip Authorized Dealer/Supplier will provide the Sourcewell Member with a quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost Plus average maximum of 20% to 30% basis. These options will be provided at a Price on Request (P.O.R.) basis and are listed in the price guides as "Specials". | * |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | 1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc.<br>2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at the time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes.<br>3. Surcharges: Steel costs continue to remain volatile, fluctuating each month. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continues to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option in our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote, this as a surcharge providing Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract. | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Wastequip has over forty (40) manufacturing plant and distribution sites throughout the U.S., which allow us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With our size, Wastequip can stock and ship products from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip can ship via our own fleet as well as contracted and qualified outside carriers. In addition, Wastequip can quote subcontracting of off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location.<br>Freight/delivery/shipping shall be paid for by the End User. Calculations of these charges will be based on prevailing best rates at the time of quote, included on the quote as a separate line item. Sourcewell Members are responsible for offloading equipment at time of delivery, unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee. | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Wastequip is able to serve these areas with all of our offered products on any INCOTERM the End User decides. Wastequip arranges shipments to Canada and offshore locations daily and our experienced logistics team can assist with the transportation as well as any applicable customs documentation required. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Wastequip has over forty (40) manufacturing sites and distribution plants across the U.S. ensuring Wastequip is able to provide the most economical freight rates to our customers. In addition, many of our products such as our steel slant and flat top containers are nestable, meaning one container nests inside another container, therefore saving members on freight charges. | * |

| | | | |
|---|---|---|---|
| 67 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Wastequip Manufacturing Company LLC's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes using our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies to our internal team and customers that the Sourcewell contract is being used. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting. | * |
| 68 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Wastequip Manufacturing Company LLC develops monthly, quarterly, and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals.<br><br>We review and track sales based on all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements. Furthermore, we identify opportunities to discuss cooperative purchasing to those municipalities that continue to use the cumbersome bid process.<br><br>We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine Year-over-Year (YoY) trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract. | * |
| 69 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Wastequip Manufacturing Company LLC is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee. | * |

## Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 70 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | Wastequip Manufacturing Company LLC seeks to provide value and pricing as good as or better than pricing typically offered through our existing cooperative contracts. We have described our pricing structure within our answer for Line Item 60. Wastequip understands Sourcewell Participating Entities' budgets and responsibilities to funding constituents (citizens, staffing, etc…) as they seek to make sound choices for best and lasting products and services. We specialize in unique and challenging solutions to remedy with the best value, All-In-One shopping and support, and overall ease of purchase for Members. We also understand that repeat purchases often come out of successes from previous sales/solutions. | * |

## Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * | |
|---|---|---|---|
| 71 | Provide a detailed description of all the Solutions offered, including used, offered in the proposal. | 1. Wastequip Steel Container product offering consist of the following: Environmental Containers, Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Side Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Scrap Bins, Self Dumping Hoppers and Container Factory Options.<br><br>2. Confab Steel Container product offering consist of the following: Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Self Dumping Hoppers, Side Load Containers and Container Factory Options.<br><br>3. Wastequip Compaction product offering consist of the following: Stationary Compactors, Pre-Crusher Compactors, Self-Contained Compactors, Apartment Compactors, Pak-Man Compactors, Accu-Pak Compactors, Vertical Balers, Container Lifters and Compaction Factory Options.<br><br>4. Galbreath Mobile product offering consists of the following: Cable Hoists, Hook Hoists, Container Delivery Units, Trail Hoist Trailers, Pup Trailers, Roll Off Trailers, Tarps and Mobile Factory Options.<br><br>*Above Product Brochures are located in “Upload Additional Documents” Zip File labeled “RFP #010825 Upload Additional Documents”<br><br>5. Amrep Mobile product offering consists of the following: Cable Hoists, Chain Hoists, Pup Trailers, Transfer/Pull Trailers, Tarps and Mobile Factory Options.<br><br>6. ContainerPros offering consists of the following: Commercial Bin/Container Delivery, Old Commercial Bin/Container Retrieval, Commercial Bin/Container Exchanges, Route Audit Services, Stickering/Labeling Services, Commercial Container Maintenance Contracts.<br><br>7. Wastequip WRX offering consists of the following: Repair Services of Commercial Refuse Trucks, Trash Compactors and Balers.<br><br>8. Wastebuilt offering consists of the following: OEM Parts Provider as well as Aftermarket Parts provider for non-Wastequip Products.<br><br>9. Mountain Tarp offering consists of the following: Tarping systems for construction, agriculture and transportation applications.<br><br>All Wastequip Products are New and never Used.<br>Additional product information can be found by visiting our website at www.wastequip.com<br>*Please find Wastequip’s Product Brochures Zip file uploaded in the Upload Additional Documents labeled, “RFP #010825 Upload Additional Documents”. | * |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Wastequip believes that the following subcategory of solutions should be included:<br>1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products.<br>2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item.<br>3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item. | * |

### Table 78: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 73 | Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction | (•) Yes<br>( ) No | Wastequip's Steel Group manufactures a wide range of front- load, roll-off, side-load, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers. | * |
| 74 | Knuckleboom and grapple loaders | ( ) Yes<br>(•) No | No Bid | * |
| 75 | Hook and hoist dumpster loaders | (•) Yes<br>( ) No | Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers, Mountain Tarp and Pioneer tarping systems.<br>For decades, Amrep has been meeting our customers' needs by designing durable, high-performing roll- off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product. | * |
| 76 | Roll-off trucks | (•) Yes<br>( ) No | Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers; Mountain Tarp and Pioneer tarping systems. | * |
| 77 | Refuse and recyclable material balers and compactors | (•) Yes<br>( ) No | Wastequip's Steel Group manufactures Wastequip-branded compactors and industrial balers.<br>These powerful products withstand the demands of both commercial and industrial use. | * |

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - RFP #010825 Wastequip Pricing Guides.zip - Tuesday January 07, 2025 20:16:52
- Financial Strength and Stability - RFP #010825 WQ Financial Strength and Stability.pdf - Tuesday January 07, 2025 20:18:58
- Marketing Plan/Samples - RFP #010825 Wastequip Marketing Samples.pdf - Tuesday January 07, 2025 20:19:27
- WMBE/MBE/SBE or Related Certificates - RFP #010825 Wastequip Good Faith Effort.pdf - Tuesday January 07, 2025 20:19:51
- Standard Transaction Document Samples - RFP #010825 Wastequip Standard Transaction Document Samples.pdf - Tuesday January 07, 2025 20:23:43
- Upload Additional Document - RFP #010825 Upload Additional Documents.zip - Tuesday January 07, 2025 20:49:55
- Requested Exceptions - RFP 010825 Wastequip Requested Exceptions.pdf - Tuesday January 07, 2025 20:40:52

## Addenda, Terms and Conditions

**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Wastequip Manufacturing Company LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **There have not been any addenda issued for this bid.** | | |

## License Information:

New search Back to results

**Entity name:** WASTEQUIP MANUFACTURING COMPANY LLC

**Business name:** WASTEQUIP OREGON

**Entity type:** Limited Liability Company

**UBI #:** 603-051-473

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 33710 OAKVILLE RD SW
ALBANY OR 97321-9479

**Mailing address:** 6525 MORRISON BLVD
STE 300
CHARLOTTE NC 28211-0500

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Bellingham General Business | 034153 | | | Active | | Sep-15-2006 |
| Spokane General Business - Non-Resident | T12086030BUS | | | Active | Feb-28-2027 | Oct-15-2012 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| HITCHER, DOUG | Manager |
| KWAIT, BRIAN | Manager |
| RODRIGUES, ROSS | Manager |
| SCOTT, JOHN | Manager |
| SVETIK, STEVE | Manager |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| MOUNTAIN TARP, A WASTEQUIP COMPANY | Active | Sep-29-2010 |

The Business Lookup information is updated nightly. Search date and time: 3/27/2026 10:48:41 AM

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 04/13/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 05/04/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/7/2026 | | |
| **Clerk's File #** | OPR 2025-0328 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | SOLID WASTE DISPOSAL | **Bid #** | PW ITB 6298-25 |
| **Contact Name/Phone** | TRACE 625-6524 | **Requisition #** | CR 28546 |
| **Contact E-Mail** | TBRADBURN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | WASTE TO ENERGY BUILDING ADDITION AMENDMENT | | |

## Agenda Wording

Contract amendment with Capital Industrial Inc. (Tumwater, WA) for a building addition, equipment installation and valve/piping installation at the Waste to Energy Facility. An additional $186,109.00, plus tax, is requested and an extension of the contract through Dec. 31, 2026. The total cost of the contract will be $400,609.00 plus tax.

## Summary (Background)

This is part of a five year project to upgrade the Waste to Energy Facility's compressed air systems. It entails extending the process building to allow space for a larger air dryer with receiving tank, as well as two new transformers required to service the new equipment. Capital Industrial, Inc. was awarded the contract for this work based on their response to PW ITB 6298-25. However, due to rapidly rising costs, the work was unable to be completed for the originally quoted amount of $214,500.00 and the original contract term. Additional funds and time are requested.

**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 | $ 186,109.00 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

This is a capital improvement project that was planned for in the Solid Waste Capital Improvement Plan. The additional funds needed for this contract will be offset by adjustments to other planned maintenance in 2026.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 186,109.00 | # 4490-44900-37148-54803-19028 |
| 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** | 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**

| | |
|---|---|
| Damon Burgess, | mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org | tprince@spokanecity.org |
| rrinderle@spokanecity.org | |
| | |
| | |

City Clerk's No. OPR 2025-0328

# City of Spokane

## CONTRACT AMENDMENT / EXTENSION

Title: **BUILDING ADDITION, EQUIPMENT AND VALVE-AND-PIPING INSTALLATION**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAPITAL INDUSTRIAL, INC.**, whose address is 2649 RW Johnson Boulevard, SW, Tumwater, Washington 98512, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION for the Solid Waste Department; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

**1. CONTRACT DOCUMENTS.**
The Contract, dated May 20, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Amendment / Extension shall become effective on May 1, 2025 and shall run through December 31, 2026.

**3. COMPENSATION/PAYMENT.**
The City shall pay an additional amount not to exceed **ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED NINE AND NO/100 DOLLARS** (**$186,109.00**), and applicable sales tax, and in accordance with the Progress Payment Schedule attached hereto, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance,

as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

**4.** **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.

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

| **CAPITAL INDUSTRIAL, 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
Progress Payment Schedule

# PAYMENT BOND

We, **CAPITAL INDUSTRIAL, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the additional sum of **FOUR HUNDRED THOUSAND SIX HUNDRED NINE AND NO/100 DOLLARS ($400,609.00),** plus applicable taxes 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 **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION.** 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 _____.

**CAPITAL INDUSTRIAL, INC.**
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON )
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

# PERFORMANCE BOND

We, **CAPITAL INDUSTRIAL, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the additional sum of **FOUR HUNDRED THOUSAND SIX HUNDRED NINE AND NO/100 DOLLARS ($400,609.00),** 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 **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION.** 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 _____

**CAPITAL INDUSTRIAL, INC.**
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON )
) ss.
County of _____ )

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

**PROGRESS PAYMENT SCHEDULE**

| | | | |
|---|---|---|---|
| 3 | Mezzanine and Structure of Extension - Fabricate Steel | $ | 46,714.00 |
| 4 | Mezzanine and Structure of Extension - Install Steel | $ | 65,325.00 |
| 5 | Mezzanine Deck Floor Pouring | $ | 13,570.00 |
| 5 | Including Pouring All Required Equipment Bases | | |
| 6 | Fabrication of Pipe | $ | 40,000.00 |
| 7 | Equipment Installation | $ | 25,000.00 |
| 7 | Including Routing all Lines and Valve Installation | | |
| 8 | Siding, Roofing, and Insulation Installation | $ | 115,000.00 |
| 9 | Demobilization | $ | 20,000.00 |
| | **Total Outstanding Costs Remaining** | **$** | **325,609.00** |

| | | |
|---|---|---|
| Original Contract Amount | $ | 214,500.00 |
| Payment 1 | $ | (65,000.00) |
| Payment 2 | $ | (10,000.00) |
| Contract balance | $ | 139,500.00 |
| | | |
| **Additional funds needed** | **$** | **186,109.00** |
| **P&P Bonds for total contract amount** | **$** | **400,609.00** |

**None of these amounts include sales tax

# APPLICATION AND CERTIFICATE FOR PAYMENT ON CONTRACT

CERTIFICATE FOR PAYMENT. For period from: _____ to _____

Contract for: **Building Addition,Equipment Installation and valve-piping-Installation** Date: **3/27/2026**

Location: **44 Grange RD NE Brewster WA 98812** Certificate No.: _____

Contractor: **Capital Industrial** Inent # 1547148 Clerk # OPR 2025-XXXX Contract No.: **25-27285**

Original Contract Amount: **$325,609.00**

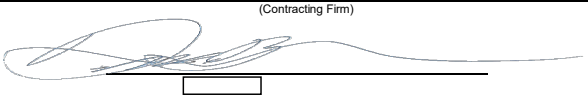
Net change in Contract Amount to Date: **$0.00**

Adjusted Contract amount **$325,609.00**

| ITEM NO. | SCHEDULE OF VALUES DETAIL | ESTIMATED VALUE | AMOUNT EARNED | % | PREVIOUSLY CLAIMED | THIS INVOICE | |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| | **Mezzanine Deck Floor Pouring & equipment Bases** | | | | | | |
| 5 | | $13,570.00 | $0.00 | 0% | $0.00 | $0.00 | |
| 6 | **Fabricate Steel** | $46,714.00 | $0.00 | 0% | $0.00 | $0.00 | |
| 7 | **Install Steel** | $65,325.00 | $0.00 | 0% | $0.00 | $0.00 | |
| 8 | **Install siding, Insulation And Roofing** | $115,000.00 | $0.00 | 0% | $0.00 | $0.00 | |
| 9 | **Set Equipment, Fabricate & install Piping** | $65,000.00 | $0.00 | 0% | $0.00 | $0.00 | |
| 15 | **De-mobilization** | $20,000.00 | $0.00 | 0% | $0.00 | $0.00 | |
| 16 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 17 | | $0.00 | | | | | |
| 11 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 12 | | $0.00 | | | | | |
| 13 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 14 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 15 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 16 | | $0.00 | | | | | |
| 17 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 18 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 16 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| 17 | | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| | Insert more rows here as needed | | | | | | |
| | Change Orders: | | | | | | |
| C1 | 1. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C2 | 2. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C3 | 3. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C4 | 4. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C5 | 5. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C6 | 6. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C7 | 7. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C8 | 8. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| C9 | 9. | $0.00 | $0.00 | #DIV/0! | $0.00 | $0.00 | |
| | | | | | | | check |
| | SUBTOTAL | $325,609.00 | $0.00 | 0% | $0.00 | $0.00 | $0.00 |
| TAX **9.10%** | SALES TAX | $29,630.42 | $0.00 | | $0.00 | $0.00 | $0.00 |
| | **TOTAL** | $355,239.42 | $0.00 | | $0.00 | $0.00 | $0.00 |
| Less Retainage.. **5%** ..... | | | $0.00 | | $0.00 | $0.00 | $0.00 |
| | NET | | $0.00 | | $0.00 | $0.00 | $0.00 |
| | Less Previous Payments..... | | $0.00 | | | | |
| Additional Tax **0.00%** | | $0.00 | | | **$0.00** | | |
| | **AMOUNT DUE THIS ESTIMATE** | | **$0.00** | | | **$0.00** | |

This is to certify that the contractor, having complied with the terms and conditions of the above mentioned contract, is due and payable from the State of Washington, the amount set after "AMOUNT DUE THIS ESTIMATE."

**Capital Industrial**
(Contracting Firm)

By 

**(WTE Project Manager)**
(Architect or Engineer)

By

SIGN AND DATE

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** HUNTER INDUSTRIAL CORPORATION

**Business name:** CAPITAL INDUSTRIAL

**Entity type:** Profit Corporation

**UBI #:** 604-164-423

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2649 R W JOHNSON BLVD SW
TUMWATER WA 98512-6110

**Mailing address:** 2649 R W JOHNSON BLVD SW
TUMWATER WA 98512-6110

**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 |
|---|---|---|---|---|---|---|
| Minor Work Permit | | | | Active | Aug-31-2026 | Sep-25-2017 |
| Miscellaneous Vehicle Dealer | 10982 | | View Plates | Active | Aug-31-2026 | Nov-14-2017 |
| Olympia General Business - Non-Resident | 57479 | | | Active | Jul-31-2026 | Jul-18-2025 |
| Poulsbo General Business - Non-Resident | | | | Active | Oct-31-2026 | Oct-08-2025 |
| Spokane General Business - Non-Resident | | | | Active | Aug-31-2026 | Mar-17-2025 |
| Tumwater General Business | R-014971 | | | Active | Aug-31-2026 | Oct-04-2017 |
| Vehicle Manufacturer | 10981 | | View Plates | Active | Aug-31-2026 | Nov-14-2017 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| KINNEY, GLEN A | |
| KINNEY, LISA | |

Page 1 of 2

## Registered Trade Names

Filter

| Registered trade names | Status | First issued |
|---|---|---|
| CAPITAL INDUSTRIAL | Active | Sep-25-2017 |
| CAPITAL MACHINE | Active | Apr-06-2023 |
| CAPITAL MACHINE SERVICE | Active | Apr-06-2023 |
| CAPITAL MACHINE SERVICES | Active | Apr-06-2023 |

| Registered trade names | Status | First issued |
|---|---|---|
| CAPITAL MACHINE WA | Active | Apr-06-2023 |
| OLYMPIC BUILT | Active | Jul-06-2021 |
| OLYMPIC CRANE | Active | Jul-06-2021 |
| OLYMPIC EQUIPMENT | Active | Jul-06-2021 |
| OLYMPIC INDUSTRIAL MANUFACTURING | Active | Jul-06-2021 |
| OLYMPIC INDUSTRIAL MFG | Active | Jul-06-2021 |
| OLYMPIC LOADER | Active | Jul-06-2021 |
| OLYMPIC LOADER & CRANE | Active | Jul-06-2021 |
| OLYMPIC LOADER MANUFACTURING | Active | Sep-25-2017 |
| OLYMPIC MANUFACTURING | Active | Jul-06-2021 |
| OLYMPIC NORTHWEST | Active | Jul-06-2021 |

The Business Lookup information is updated nightly. Search date and time: 3/31/2026 12:34:38 PM

**Contact us**

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**Take our survey!**

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2025

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

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

**PRODUCER**

Nicholson & Associates Ins LLC
1802 Black Lake Blvd SW #301
Olympia, WA 98512

CONTACT NAME: Mallori Romero
PHONE (A/C, No, Ext): (360)352-8444 FAX (A/C, No): (360)943-9712
E-MAIL ADDRESS: mallori@nichinsure.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Western National Mutual | 15377 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Hunter Industrial Corporation
DBA: Capital Industrial
2649 R W Johnson Blvd SW
Tumwater, WA 98512-6110

**COVERAGES** **CERTIFICATE NUMBER: 00001598-0** **REVISION NUMBER: 70**

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 | Y | | CPP 1172829 | 10/01/2025 | 10/01/2026 | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 100,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY | Y | | CPP 1172732 | 10/01/2025 | 10/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | OWNED AUTOS ONLY X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | X Comp Ded - $1,000 X Coll Ded - $1,000 | | | | | | | $ | |
| A | UMBRELLA LIAB X OCCUR | | | UMB 1029259 | 10/01/2025 | 10/01/2026 | EACH OCCURRENCE | $ | 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | CPP 1172829 | 10/01/2025 | 10/01/2026 | X PER STATUTE OTH-ER | | Stop Gap |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| A | Personal Property | | | CPP 1172829 | 10/01/2025 | 10/01/2026 | Ded 1,000 | | 1,500,000 |
| A | Garage Keepers | | | CPP 1172829 | 10/01/2025 | 10/01/2026 | Ded 1000 | | 200,000 |

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

**Project: PWITB-6298-25 Building addition, equipment Installation and Pipe-and Valve installation**
**Certificate Holder is included as Additional Insured as their interest may appear when required by written contract subject to policy terms, conditions and exclusions.**

**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
Mallori Romero (NMP)

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# BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

## SUMMARY OF COVERAGES


| | PAGE |
|---|---|
| Accidental Airbag Deployment Coverage | 5 |
| Audio, Visual and Data Electronic Equipment – Limit Amended | 5 |
| Auto Loan/Lease Gap Coverage | 5 |
| Blanket Additional Insured | 3 |
| Blanket Waiver of Subrogation | 5 |
| Broadened Definition of Insured includes: | |
| • Newly Acquired Organizations for up to 180 Days | 2 |
| • Employees as Insureds | 2 |
| • Subsidiaries in Which You Own 50% or More | 2 |
| Deductible Waiver for Glass Repair | 4 |
| Employee Hired Auto | 6 |
| Fellow Employee Coverage | 3 |
| Hired Auto Physical Damage Coverage | 3, 6 |
| Knowledge of Accident, Claim, Suit or Loss | 5 |
| Loss Of Use Expenses - Amended | 3 |
| Personal Effects | 3 |
| Primary and Noncontributory If Required by a Written Contract or Written Agreement | 6 |
| Rental Reimbursement Coverage | 4 |
| Supplementary Payments - Amended: | |
| • Bail Bonds up to $5,000 | 3 |
| • Loss of Earnings up to $500/Day | 3 |
| Temporary Substitute Vehicle Physical Damage | 2 |
| Towing | 3 |
| Transportation Expense Limits – Amended | 3 |
| Unintentional Failure to Disclose Hazards | 6 |




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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

**A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered "auto" you own is out of service because of its:

**a.** Breakdown;

**b.** Repair;

**c.** Servicing;

**d.** "Loss", or

**e**. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

**SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

**A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

**d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

**e.** Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

**(1)** is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

**(2)** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

**(3)** does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

**(4)** does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

**g.** Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

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**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs **(2)** and **(4)** with the following:

**(2)** Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

**Co-Employee Lawsuit Defense Cost Reimbursement**

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to $250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This $250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is $2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing $20 per day/$600 maximum limit with $50 per day/$1,000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the $20 per day/$600 maximum limit with $50 per day/$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, **4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to $500 for "loss" to personal effects, which are:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

**E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

**a.** The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

**b.** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

**c.** Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

**d.** Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the $50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage**, is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

**a.** We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

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

**(1)** The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

**(2)** 30 days.

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

**(1)** Necessary and actual expenses incurred, or

**(2)** $50 per day, up to a maximum of $1,000.

**d.** This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

**e.** If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

**H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

**I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage**, is amended by adding the following:

**8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

**a.** The amount paid under the Physical Damage Coverage Section on the policy; and

**b.** Any:

**(1)** Overdue lease/loan payments at the time of the "loss";

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

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous loans or leases.

**J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the $1,000 limit with a $2,500 limit.

**SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An executive officer or insurance manager, if you are a corporation; or

**(4)** A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

**B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,** paragraph **b**. is deleted and replace by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow.

**(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.,** the following is added and supersedes any provision to the contrary:

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

**(1)** Such "insured" is a Named Insured under such other insurance; and

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

# COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item **2. Exclusions,** Paragraph **g.** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

**(1)** A watercraft while ashore on premises you own or rent;

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

**(a)** Less than 50 feet long; and

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

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

**(3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

**(5)** "Bodily injury" or "property damage" arising out of:

**(a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

**(b)** The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

**B. Damage To Property Coverage Extensions**

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

**j. Damage To Property**

"Property damage" to:

**(1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**(2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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**(3)** Property loaned to you;

**(4)** Personal property in the care, custody or control of the insured;

**(5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

**(6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

**(1)** $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

**(2)** $50,000 annual aggregate; and

**(3)** We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

**C. Damage To Premises Rented To You**

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**D. Personal And Advertising Injury**

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

**E. Supplementary Payments – Coverages A and B**

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

**b.** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**SECTION II – WHO IS AN INSURED AMENDMENTS**

**A. Employee Bodily Injury To A Co-Employee**

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**B. Newly Acquired Organizations**

Paragraph **3. a**. is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

**C. Blanket Additional Insured – Vendors – As Required By Contract**

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

**a.** The insurance afforded to such vendor only applies to the extent permitted by law; and

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

**2.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**a.** The insurance afforded the vendor does not apply to:

**(1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(2)** Any express warranty unauthorized by you;

**(3)** Any physical or chemical change in the product made intentionally by the vendor;

**(4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**(7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Subparagraphs **(4)** or **(6)**; or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**3.** This Provision **C.** does not apply:

**a.** To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

**b.** To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

**c.** When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

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

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

**a.** The minimum amount required by the contract or agreement; or

**b.** The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**5.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**D. Blanket Additional Insured – Lessor Of Leased Equipment**

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

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

**a.** The minimum amount required by the contract or agreement; or

**b.** The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**4.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured – Managers Or Lessors Of Premises**

**1.** **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

**b.** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

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

**a.** The minimum amount required by the contract or agreement; or

**b.** The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**3.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

**1.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

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

**2.** This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

**a.** The minimum amount required by the contract or agreement; or

**b.** The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**4.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

**1.** This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

**a.** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

**b.** The construction, erection or removal of elevators; or

**c.** The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

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

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

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

**a.** The minimum amount required by the contract or agreement; or

**b.** The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**3.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**SECTION III – LIMITS OF INSURANCE AMENDMENTS**

**A. Damage To Premises Rented To You**

Paragraph **6.** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

**a.** $300,000; or

**b.** The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

**B. Medical Expense Limit**

Paragraph **7.** is replaced with the following:

**7.** Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

**a.** $10,000; or

**b.** The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS**

**A. Knowledge Of Occurrence**

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

**e.** You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An executive officer or insurance manager, if you are a corporation; or

**(4)** A member or manager, if you are a limited liability company.

**B. Other Insurance**

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

**(ii)** That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**C. Unintentional Failure To Disclose Hazards**

Item **6. Representations** is replaced by the following:

**6. Representations And Unintentional Failure To Disclose Hazards**

**a.** By accepting this policy, you agree:

**(1)** The statements in the Declarations are accurate and complete;

**(2)** Those statements are based upon representations you made to us; and

**(3)** We have issued this policy in reliance upon your representations.

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

**D. Waiver of Subrogation**

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**SECTION V – DEFINITIONS AMENDMENTS**

**A. Insured Contract Amended**

Paragraph **9. a.** is replaced by the following:

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

**B. Personal And Advertising Injury Redefined**

Paragraph **14. d.** and **e**. are replaced by the following:

**d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

**e.** Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** PIES **Date:** 04/13/2026<br>**Committee Agenda type:** Consent<br>**Council Meeting Date:** 05/04/2026 | | **Date Rec'd** | 4/8/2026 |
| | | **Clerk's File #** | OPR 2026-0353 |
| | | **Cross Ref #** | OPR 2025-0748 |
| | | **Project #** | |
| **Submitting Dept** | WASTEWATER MANAGEMENT | **Bid #** | RFP 6478-26 |
| **Contact Name/Phone** | KIRSTIN DAVIS 509-625-7773 | **Requisition #** | |
| **Contact E-Mail** | KDAVIS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** NO | |
| **Agenda Item Name** | CAMPAIGN DEVELOPMENT SERVICES FOR STORMWATER EDUCATION GRANT | | |

**Agenda Wording**

Eastern Washington Stormwater Education Toolkit for Ecology GROSS Grant by Propaganda Creative.

**Summary (Background)**

The Wastewater Department is asking for contract approval for Phase 1 of the Department of Ecology's Grant of Regional or Statewide Significance (GROSS) award for public education services with Propaganda Creative, LLC. Stormwater occurrence, permitting, and subsequent management differ between Western Washington and Eastern Washington regions in many ways, however, there are commonalities as well. Both regions have communities who have a deep regard for the environment and the resources afforded from nature. Both regions have regulatory expectations that, in order to be achieved, require engagement and participation by the public. Eastern Washington continues to strengthen and advance its community stormwater investment and municipal collaboration. Challenges that are being addressed are distances between communities and gaps in the understanding of importance of stormwater management and public engagement. Eastern Washington has communities who desire to be stewards of the environment, who would benefit greatly if provided the information and tools that focus on the significant role stormwater plays. Grassroots community stormwater investment can be realized and sustained with a focused education and outreach campaign that aims to increase the understanding of stormwater within the general public, and foster networks that work to assist in the management of stormwater. Public education and outreach is essential for effective stormwater management in the Spokane region, and collaboration with the City of Spokane, City of Spokane Valley, and Spokane County will enhance the outcomes. While slightly improved, the lack of understanding continues with the impacts of stormwater runoff, a gap in awareness of the swale maintenance responsibilities, and misuse of stormwater infrastructure by some of the public occurs. Community understanding of the components and mechanisms of stormwater management, specifically source control, illicit discharge elimination, and applicable best practices maintenance is essential for effective water quality stewardship in the region. The

campaign will focus on the occurrence of stormwater pollutants, the mechanics of storage and treatment of stormwater, and the maintenance responsibilities of private property and business owners in order to develop a regional awareness of stormwater fundamentals that will foster a communal grassroots investment ensuring adequate stormwater treatment.

**What impacts would the proposal have on historically excluded communities?**

Eastern Washington communities are each diverse in culture, geography, climate, and behaviors. The toolkit will be able to be customized for each NPDES Permit II community.

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

The proposal includes education materials designed to reach and impact the diverse populations with multi-culturally sensitive information in participating communities. Online material will be WCAG ADA compliant.

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

Yes, part of the campaign development includes measurable metrics for education and outreach. Examples may include community participation levels, digital media analytics, public and commercial surveys.

**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 to execute phase one of the GROSS grant and benefits all eastern Washington communities who are NPDES Permit II regulations. This is part of the Water Conservation Master Plan and supports Climate Policy

**Council Subcommittee Review**

There is not a Council Subcommittee review process for this grant, however, some deliverables will be presented to the Climate Resilience and Sustainability Board.

**Fiscal Impact**

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 144,730 |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

This is Department of Ecology grant funding with no match required.

| **Amount** | | **Budget Account** |
|---|---|---|
| Revenue | **$** TBD | **#** 4330-98817-99999-33431-99999 |
| Expense | **$** TBD | **#** 4330-98817-35148-54201-99999 |
| 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** | GENNETT, RAYLENE | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | FEIST, MARLENE | **PURCHASING** | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | SZAMBELAN, TIMOTHY | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| rgennett@spokanecity.org | mfeist@spokanecity.org |
| kdavis@spokanecity.org | mmurray@spokanecity.org |
| Tax & Licenses | kkeck@spokanecity.org |
| mjacobsen@spokanecity.org | |
| | |

# City of Spokane

## CONSULTANT AGREEMENT

## Title: ECOLOGY GROSS GRANT REGIONAL STORMWATER EDUCATION CONSULTANT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PROPAGANDA CREATIVE, LLC**, whose address is 123 south Wall Street, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Communications and Public Outreach Services for the Grants for Regional or Statewide Significance (GROSS) Eastern Region Stormwater Education Project; and

WHEREAS, the Consultant was selected from RFP 6478-26 issued by the City.

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

**1. TERM OF AGREEMENT.**
The term of this Agreement begins on April 1, 2026, and ends on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**
The General Scope of Work for this Agreement is described in Consultant's Bid Response Summary and Proposal to Request For Proposal #6478-26 dated February 6, 2026, which is attached as Exhibit B; and the Washington State Department of Ecology Water Quality Combined Funding Insert, attached as Exhibit C, 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 FORTY-FOUR THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS ($144,730.00)**, 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 City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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 <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard

car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**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.

B. General Liability on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, 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.

| **PROPAGANDA CREATIVE, 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 to this Contract**:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated February 6, 2026
Exhibit C - Washington State Department of Ecology Water Quality Combined Funding Insert

26-081

**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)<br>Title of Certifying Official (Type or Print) | Signature<br>Date (Type or Print) |

**EXHIBIT B**

propaganda.

# PROPOSAL FOR MULTI-MEDIA CAMPAIGN DEVELOPMENT

**SUBMITTED TO:**
City of Spokane

**Attn:** Tanya Lester
RFP Coordinator, City of Spokane Purchasing Department
Re: RFP #6478-26 – Ecology GROSS Grant Regional Stormwater Education Consultant

City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, Washington 99202

**Submitted by:**
Propaganda Creative LLC

123 S. Wall St, Suite 300
Spokane, WA 99201

**Jason Clerget**
Owner, Founder

(509) 413-1719
Jason@propagandacreative.com

**FEBRUARY 6, 2026**

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# SECTION 1 - INTRODUCTION

**FEBRUARY 6, 2026**

Ms. Lester and Members of the Selection Committee,

Propaganda Creative is pleased to submit this proposal to support the City of Spokane and the Eastern Region jurisdictions as the Ecology GROSS Grant Regional Stormwater Education Consultant. We understand the work is not simply to share information, it is to build a clear, consistent public education system that improves stormwater awareness, equips Phase II permittees with practical tools, and supports measurable adoption of best practices across the region.

Our team brings deep experience working across Eastern Washington, including Spokane and Spokane Valley, and communities throughout Benton, Asotin, Walla Walla, Franklin, Whitman, Grant, and Spokane Counties, as well as other participating jurisdictions in the Eastern Region. That regional familiarity matters. It allows us to develop messaging and visuals that feel local, practical, and credible, and to structure outreach that partners can implement consistently across jurisdictions while respecting local context.

We also bring extensive experience in public health and behavior change communications, translating complex topics into clear, practical guidance that people understand and act on. That perspective is directly aligned with the goals of this program, where education must be accessible, consistent, and built to drive real world adoption.

We will approach this engagement with a disciplined strategy, a toolkit first mindset, and a clear project management structure designed for Steering Committee coordination, Ecology compliance requirements, and grant timelines. We are prepared to deliver materials that support accessibility and language access, and to help ensure the program reaches communities equitably across the region.

**Firm Information**
Propaganda Creative
Principal Place of Business: 123 S Wall St, Spokane, WA
Phone: (509) 413-1719
Email: jason@propagandacreative.com

**Legal Status**
Limited Liability Company (LLC), operating from Spokane, Washington

**Conflict of Interest Statement**
We certify that no current or former employees of the participating agencies are employed by, or sit on the governing board of, Propaganda Creative as of the date of this proposal, or during the previous twelve (12) months.

**Minimum Qualifications**
We confirm that Propaganda Creative meets and exceeds the minimum qualifications identified in Paragraph 1.3. Our team has more than ten years of experience in branding, marketing strategy, digital media, and public engagement. We are licensed to do business in the State of Washington.

**Terms and Conditions**
Propaganda Creative acknowledges and agrees to comply with the terms and conditions set forth in the Request for Proposals.



Jason Clerget
Owner, Propaganda Creative

# SECTION 2 — EXECUTIVE SUMMARY

## CLEAR WATER. CLEAR STORY.

With the GROSS Grant supporting a unified approach across the Eastern Region, participating jurisdictions have an opportunity to raise the standard for stormwater education and stewardship. A shift like this takes more than a logo or a brochure. It takes a clear narrative, disciplined execution, and an education engine designed to move residents from awareness to action.

Propaganda Creative will partner with the City of Spokane and regional jurisdictions to build a coordinated communication system, not a set of disconnected tactics. We will establish a consistent voice and visual framework, develop a practical Resource and Information Toolkit that partner permittees can implement quickly, and activate targeted outreach across priority channels. Every deliverable will support the same outcomes, educate the public, equip permittees, and encourage everyday behaviors that protect water quality.

We bring more than capability. We bring regional proximity and practical experience translating complex topics into clear public guidance. As a Spokane based agency, we understand how Eastern Washington audiences engage, from urban centers to rural and agricultural communities. That familiarity supports faster collaboration, stronger local relevance, and messaging grounded in real regional context.

This engagement is built for momentum and accountability. We recommend starting with a focused Discovery Phase to align the Steering Committee, confirm audiences and success metrics, and audit existing materials and channels. From there, we will build the regional brand system and the Resource and Information Toolkit, then move into campaign activation, optimization, and reporting aligned with grant milestones through June 2027. Our workflow uses a simple shared project tracker so partner jurisdictions can stay informed and approve deliverables without added meetings or day to day administrative load.

Public education is built on trust. Residents do not need louder messages. They need clearer ones. Our role is to translate stormwater requirements into communication that is accessible, multilingual, and easy to act on, while giving partner jurisdictions the tools and structure to deliver it consistently across the region.

# SECTION 3 — FIRM OVERVIEW, SIZE, AND CAPACITY

## WHO WE ARE & COMPETITIVE ADVANTAGE

Propaganda Creative is a Spokane-based branding and communications firm with more than 15 years of experience delivering campaigns, toolkits, and public-facing materials for public, nonprofit, and community-serving organizations. Our work emphasizes clarity, accessibility, and practical implementation across complex, multi-stakeholder programs.

We bring together strategists, designers, content creators, and technical specialists built to support public education initiatives that require consistent messaging and organized, partner-ready deliverables.

Rather than coordinating multiple vendors for strategy and creative production, the City and Steering Committee will work with a single, integrated team. This reduces handoffs, keeps timelines tight, and supports consistent execution across deliverables

## WHAT SETS US APART

**Local insight and on-site access**

We are based in Spokane and work across Eastern Washington. We understand the region’s mix of urban, rural, and agricultural communities and can collaborate in person when needed.

**Technical accuracy, clear language**

We respect the complexity of NPDES requirements and Ecology expectations, while translating them into resident-friendly communication that is direct, practical, and actionable.

**Adaptable production capacity**

Public education work evolves. We scale design and content resources by phase to meet deliverable volume and timelines, without slowing the program.

**Operational discipline**

We provide clear ownership, predictable review windows, and transparent status so the Steering Committee always knows what is in motion and what comes next.

**Authentic regional storytelling**

Eastern Washington audiences recognize what is real. We prioritize local landscapes, infrastructure, and community context over generic stock imagery.

# SECTION 4 — TECHNICAL PROPOSAL

## UNDERSTANDING OF PROJECT REQUIREMENTS AND PROPOSED APPROACH

### Understanding of Project Requirements

The City's requirements for the Ecology GROSS Grant Regional Stormwater Education Consultant are clear. The program must deliver a coordinated, region-wide stormwater education effort that meets Washington Department of Ecology requirements, supports Phase II permittees, and encourages measurable improvements in resident understanding and behavior across participating jurisdictions.

This work must function within a multi jurisdictional governance structure, align with Steering Committee processes, incorporate language access and accessibility requirements, and remain responsive as priorities evolve over the grant period. We will incorporate environmental justice principles by designing outreach to reduce barriers and improve access for diverse communities across the region. In coordination with the Steering Committee, we will prioritize inclusive distribution, clear plain language, accessible formats, and language accessible materials, and we will adapt outreach based on geographic and demographic needs so stormwater education is reachable and usable for all residents. Success depends on consistency, practical implementation, and disciplined execution.

The proposed work fully addresses the Multi-Media Campaign Development, branding, accessibility, language access, and Resource Toolkit requirements outlined in the Scope of Services.

### Proposed Approach

Our approach is to build and operate a shared education system that connects strategy, creative development, toolkit production, and campaign coordination. Public education, permittee support, and behavior change are treated as one integrated program so messaging, assets, and reporting stay aligned across jurisdictions and channels.

Key elements of the approach include:

- Assessment of digital needs and recommendations for the most practical digital presence for the region, whether a shared hub page, microsite, or partner hosted implementation, with a preference for the lowest maintenance approach for jurisdictions.
- A consistent regional narrative supported by defined voice, tone, and visual standards.
- Practical, permittee-ready toolkits that reduce implementation burden across jurisdictions
- Audience-centered messaging that translates technical stormwater concepts into clear, actionable guidance
- Accessibility and multilingual delivery incorporated into core materials
- Performance monitoring and reporting aligned with grant milestones and compliance needs

### Methodology for Management and Successful Completion

Project management is structured to provide transparency, accountability, and predictable delivery.

Our management methodology includes:

- A single point of contact supported by a dedicated project manager
- Defined roles, responsibilities, and decision authority at kickoff
- Established review and approval workflows with agreed upon timelines
- Regular Steering Committee check-ins to confirm priorities, resolve issues, and document decisions
- Active tracking of tasks, dependencies, and deliverables using a shared project tracker available to the City and Steering Committee

# SECTION 4 — TECHNICAL PROPOSAL, CONTINUED

## UNDERSTANDING OF PROJECT REQUIREMENTS AND PROPOSED APPROACH

### Proactive Issue, Risk, and Scope Management

We manage risk proactively to protect schedule, budget, and compliance.

- Confirming success metrics, approval paths, and decision owners at kickoff
- Maintaining a rolling 30 to 60 day production plan tied to grant milestones
- Using consolidated review windows to reduce delays and rework

Scope changes are avoided whenever possible and treated as a last resort unless requirements or deliverables materially change. Any scope adjustments are managed through a clear change control process designed to prevent surprises and are addressed in detail within the fee and contract terms.

**Change control, transparency, no surprises:**

- We do not introduce change orders as a default operating method
- A change request is initiated only when new requirements, new deliverables, or material direction would otherwise impact the approved scope
- Each change request includes the reason for change, options to swap or defer work, and the impact on cost, schedule, and deliverables
- Work proceeds only after written approval from the City

**Escalation:**

- If a decision, delay, or external dependency threatens a milestone, we escalate quickly with options for Steering Committee approval, including adjusting the sequence, approved substitutions, or streamlined alternatives, along with a recommended path forward.

### Creative and Technical Considerations

Creative execution prioritizes clarity, accessibility, and regional relevance. Materials are designed to be easy to use, easy to share, and consistent across jurisdictions. Technical accuracy is maintained while ensuring communication remains resident-friendly and actionable.

# SECTION 4 — TECHNICAL PROPOSAL, CONTINUED

## DETAILED WORK PLAN AND DELIVERABLES

### Work Plan Overview

The work plan is organized into four core phases to support planning, production, and execution, followed by a defined closeout and handoff period.

### PHASE 1: DISCOVERY & ALIGNMENT

**Tasks and activities:**

- Project kickoff and communication protocols
- Review grant requirements, compliance needs, and existing materials
- Partner and channel review across participating jurisdictions
- Inventory partner digital channels and stormwater touchpoints, websites, social, email, and resources
- Identify priority audiences, topics, and success metrics
- Assess digital needs and recommend the best fit digital presence, hub page, microsite, or partner hosted, prioritizing low maintenance
- Confirm accessibility and language requirements

**Key deliverables:**

- Discovery summary and recommendations
- Partner and channel inventory
- Draft measurement and reporting framework

### PHASE 2: STRATEGY DEFINITION & PLANNING

**Tasks and activities:**

- Develop regional messaging framework
- Define voice, tone, and visual direction
- Map resident education journey from awareness to action
- Finalize toolkit structure and content priorities
- Apply WCAG 2.1 AA considerations to core layouts, templates, and content frameworks, including graphics and infographics, as they are developed.

**Key deliverables:**

- Regional campaign plan
- Messaging and creative framework
- Toolkit structure and content outline

### PHASE 3: CREATIVE AND TOOLKIT PRODUCTION

**Tasks and activities:**

- Creation of regional brand system and usage guidance
- Development of Resource and Information Toolkit templates and partner-ready assets
- Production of core educational content
- Translation and accessibility adaptation as required
- Translation for core materials, English, Spanish, Arabic, Russian, and Vietnamese, with additional languages added based on regional demographics and Steering Committee direction.
- Development of residential and commercial outreach materials

**Key deliverables:**

- Regional brand assets and guidelines
- Resource and Information Toolkit and templates
- Content library including multilingual and accessible formats

### PHASE 4: LAUNCH SUPPORT, COORDINATION, AND REPORTING

**Tasks and activities:**

- Campaign launch support and content calendar coordination
- Partner coordination and deployment support
- Performance monitoring and reporting
- Ongoing reporting aligned with grant milestones and Steering Committee need

**Key deliverables:**

- Monthly performance reports and recommendations
- Program updates and adjustments (as approved)
- Final program summary and closeout documentation

# SECTION 4 — TECHNICAL PROPOSAL CONTINUED

## SAMPLE DELIVERABLES (TBT)

### Sample Deliverables

To clarify what the work can look like in practice, the items below are representative examples of deliverables anticipated under the Regional Brand System and the Resource and Information Toolkit. Final quantities, formats, and priorities will be confirmed during Discovery based on Steering Committee direction, required languages, accessibility needs, and jurisdictional deployment requirements.

**Regional Brand System**

- Regional brand guidelines, PDF plus editable source files
- Logo package, primary, secondary, one color, and small format versions
- Color palette and typography standards
- Icon set and simple graphic elements designed for stormwater education topics
- Voice and tone guidance, messaging do’s and don’ts, example headlines and calls to action

**Resource and Information Toolkit**

- Toolkit overview and partner usage guide, how to deploy, where to find files, how to request updates
- Messaging library, resident and commercial, core talking points, key terms, and simple action statements
- Social template set, editable Canva templates for common formats and platforms, with topic variations
- Fact sheet templates, residential and commercial formats with infographic elements and QR codes
- Quick action checklists, one page and two page versions for common behaviors and best practices
- Outreach handouts, flyers or door hanger templates designed for partner deployment
- Infographics, priority pollutant topics, simple before and after visuals, clear “what to do” prompts
- Partner co brand templates, options for jurisdictions to add local logos or contact information while maintaining regional consistency
- Short-form educational videos or animated explainers with captions, plus cutdowns for social
- Simple motion versions of key graphics for digital placements

**Accessibility and language ready production**

- WCAG 2.1 AA design checks applied throughout development of core templates and toolkit materials
- Accessibility-ready source files and formatting standards for consistent partner use
- All graphics, images, infographics, and digital materials will be produced to meet web accessibility standards, including WCAG 2.1 AA requirements
- Translation-ready source files and a version-control approach for multilingual updates
- Multilingual versions of core materials aligned to the approved language access plan

**Reporting and measurement support**

- UTM tracking guidance for consistent campaign tagging across partners
- Reporting template aligned to grant milestones, suitable for monthly or milestone-based summaries

These sample deliverables are provided for planning clarity and may be substituted or resequenced with Steering Committee approval to maintain schedule, budget, and compliance alignment.

# SECTION 4 — TECHNICAL PROPOSAL, CONTINUED

## DETAILED SCHEDULE

### Project Schedule

A detailed project schedule with completion dates for each phase and deliverable will be provided following kickoff and refined during Discovery. Our work sessions with the Steering Committee will produce a shared, realistic timeline aligned with priorities, review cycles, seasonal considerations, and grant deadlines through June 2027. Target completion dates for all major outputs will be finalized during Discovery and managed through the project workflow.

## SAMPLE TIMELINE (FOR PLANNING PURPOSES)

### PHASE 1: DISCOVERY AND ALIGNMENT

**Weeks 1 to 4**

- Kickoff and work sessions to confirm goals, audiences, success metrics, and approval milestones
- Review existing materials and partner channels to identify gaps and opportunities
- Deliverable: Creative brief, measurement framework, and draft strategic timeline

### PHASE 2: STRATEGY AND PLANNING

**Month 2**

- Define regional messaging, campaign pillars, and resident journey
- Confirm voice, tone, and visual direction
- Confirm toolkit structure and content priorities
- Deliverable: Regional campaign plan and messaging and creative framework

### PHASE 3: CREATIVE AND TOOLKIT PRODUCTION

**Months 3 to 5**

- Produce the regional brand system and partner usage guidance
- Develop the Resource and Information Toolkit templates and core content
- Translate and adapt materials as required, ensuring accessibility standards are met
- Deliverable: Regional brand guidelines and the permittee-ready Resource and Information Toolkit

### PHASE 4: LAUNCH SUPPORT AND REPORTING

**Ongoing through June 2027**

- Support campaign launches and coordinate the content calendar across partner channels
- Provide partner coordination, deployment support, and ongoing reporting aligned with grant milestones
- Deliverable: Monthly reporting, recommendations, and approved program updates

### PHASE 5: CLOSEOUT AND HANDOFF

**Final month**

- Compile final reporting and documentation
- Provide a toolkit handoff and training session for long-term use Deliverable: Final summary report and handoff package

## FIRM EXPECTATIONS AND CITY STAFF INVOLVEMENT

A clear, lightweight coordination structure.

City and Steering Committee involvement:

- Designate a primary City point of contact and confirm decision makers for approvals.
- Participate in scheduled check-ins and provide consolidated feedback during review windows.
- Provide access to existing materials, prior outreach efforts, partner contacts, and any required compliance guidance.

Our expectations are intended to keep the workflow efficient, and maintain on-time delivery of grant milestones.

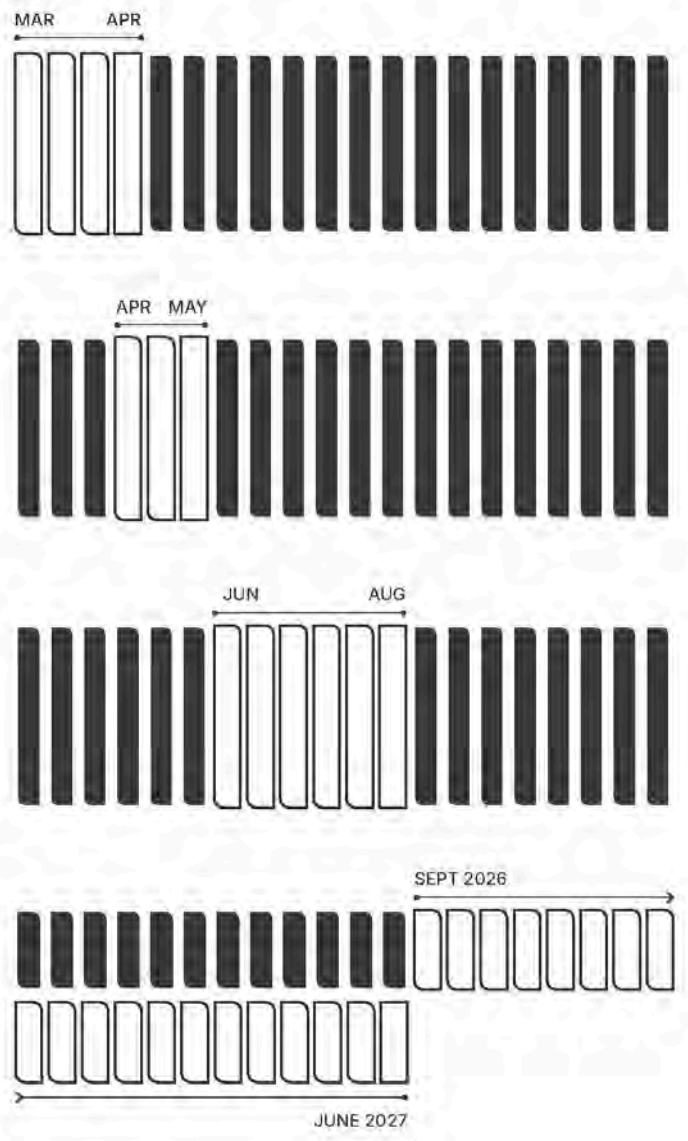
## SECTION 4 — TECHNICAL PROPOSAL CONTINUED

### SAMPLE TIMELINE OVERVIEW

The sample timeline below illustrates how the proposed work plan aligns with the full grant period, from March 2026 through June 2027, and supports key Ecology and Steering Committee milestones. The schedule reflects a phased approach with intentional overlaps to maintain momentum, built-in review buffers to accommodate Steering Committee coordination, and flexibility to adjust sequencing following Discovery.

This visual is provided to demonstrate accountability, clarify how phases relate to one another over time, and show how the work remains aligned with grant timelines and Ecology compliance requirements.

| Phase | Description | Start | End | Duration | Time Representation |
|---|---|---|---|---|---|
| Phase 1: Discovery & Alignment | Align Steering Committee, confirm requirements, audiences, success metrics, and review existing materials. | March 2026 | April 2026 | 60 Days | |
| Phase 2: Strategy Definition & Planning | Develop regional messaging framework, campaign pillars, and implementation strategy based on Discovery. | Mid April 2026 | MAY 2026 | 46 Days | |
| Phase 3: Creative Development & Toolkit Production | Produce the regional brand system, permittee-ready toolkit templates, and core educational content. | June 2026 | Aug 2026 | 91 Days | |
| Phase 4: Launch Support, Partner Coordination, and Reporting | Support campaign launches, partner coordination, and reporting aligned with grant milestones. | Sept 2026 | Jun 2027 | 302 Days | |




Active Period  Inactive Period  1 BAR = 15 Days

Proposed timeline aligned with Ecology GROSS grant requirements  full support through June 30, 2027 closeout

# SECTION 5 — MANAGEMENT PROPOSAL

## FIRM, STAFF, AND TEAM EXPERIENCE

### Core Team

Propaganda Creative will assign a dedicated leadership team to ensure the success of this project. We selected this team based on their experience supporting state and public organizations, their related experience with the subject matter, and their tenure delivering the campaign planning, brand systems, toolkits, and public-facing materials required by this RFP. The individuals below will serve as the primary points of contact, providing the City of Spokane and the Steering Committee with direct access to agency leadership and creative oversight throughout the grant lifecycle.

### Project Leadership, Lines of Authority, and Responsibilities

Prime responsibility and authority for the work will be held by Jason Clerget, Owner and Principal-in-Charge.



**JASON CLERGET**

Propaganda Creative, Owner & Strategic Direction

- Role: Owner, creative strategy, and primary point of contact
- Responsibilities: Executive oversight, strategy leadership, Steering Committee coordination, issue escalation and resolution, final review and approval of key deliverables
- Qualifications: Owner and Creative Director of Propaganda Creative with 15 years of experience leading branding, web, and campaign work across disciplines. Washington-based with early background in construction and wastewater-related environments, bringing practical technical fluency and a strong regional perspective.
- Availability: 25% allocation



**CAITLIN PINTER**

Propaganda Creative, Director of Sales & Marketing

- Role: Channel strategy, distribution planning, and performance support
- Responsibilities: Channel mix recommendations, digital outreach planning, partner channel coordination support, SEO guidance for digital presence recommendations, and measurement support aligned to reporting needs
- Qualifications: 12+ years of experience in sales, digital advertising, social media management, and strategic planning. Degree in business with a minor in marketing from Eastern Washington University. Strong local ties and experience translating strategy into practical execution.
- Availability: 20% allocation



**DEVIN TAYLOR**

Propaganda Creative, Creative Director

- Role: Brand oversight and visual strategy
- Responsibilities: Creative direction, visual system development, toolkit design oversight, design quality control, and accessibility-aligned design execution
- Qualifications: 10+ years of experience in visual identity and digital interface design, with a focus on user experience and clear, accessible communication.
- Availability: 20% allocation

## SECTION 5 — MANAGEMENT PROPOSAL CONTINUED

### TEAM OVERVIEW

Propaganda Creative is an in-house, Spokane-based agency with a multidisciplinary team that spans strategy, design, content, and technical execution. This structure allows us to support complex initiatives without relying on outsourced vendors, ensuring consistency, accountability, and close collaboration throughout the project lifecycle.



**JASON CLERGET**

**Principal & Founder**

Executive oversight and strategic guidance.



**KYLE HURLEY**

**Principal, Managing Partner**

Executive oversight and strategic guidance.



**CAITLIN PINTER**

**Partner, Director of Sales**

Project and workflow management.



**DEVIN TAYLOR**

**Creative Director**

Brand stewardship. Visual direction and creative quality.



**JOEY B**

Senior Graphic Designer



**SHANE S**

Art Director



**CARSTEN B**

Digital Marketing Director



**ANNABELLE F**

Digital Media Designer



**PHILLIP C**

Videographer & Photographer



**EMILY C**

Lead Web Developer



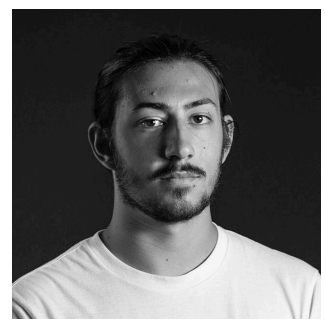
**ERIN D**

Full-Stack Developer



**ALDEN W**

Web Developer



**AIDAN O**

UI/UX Designer



**RHONDA A**

Copywriter

# SECTION 5 — LEADERSHIP TEAM

## TEAM ASSIGNMENTS AND RESOURCE ALLOCATION

The leadership team above provides continuity from Discovery through closeout. Additional design and content production support will be allocated by phase to meet deliverable volume and timelines. Resource levels will scale up during Discovery, planning, and toolkit production, then scale appropriately during ongoing coordination and reporting.

**Deliverable Ownership and Quality Control**
Each major deliverable listed in Section 4 will be assigned a single owner from the core team (Jason, Devin, or Caitlin) responsible for final sign off. All assets undergo two internal quality control rounds (creative and accessibility) prior to Steering Committee review. Scope changes and issue escalation will follow the change control process outlined in Section 4, with Jason Clerget serving as the escalation owner and final authority for change requests, which proceed only with written City approval. We use a shared Monday.com project board and a weekly 30 minute check in so the Steering Committee always knows what is in review, what is approved, and what is scheduled next.

## PROJECT MANAGEMENT AND COORDINATION

To ensure clear communication, accountability, and minimal administrative burden on staff, the project will be managed through a shared Monday.com workspace. This platform provides a centralized view of priorities, timelines, deliverables, and approvals without requiring daily participation from leadership or partner agencies.

The system is designed for low friction use. Agency staff can engage at the level that fits their role, from high level visibility into progress and approvals to optional task level collaboration. Notifications are limited and purposeful, and critical milestones, review periods, and approvals are identified in advance.

This approach reduces email volume, prevents version confusion, and creates a clear record of decisions and progress. Most importantly, it keeps leadership informed and confident in execution without adding operational overhead or requiring more than a brief orientation.

## ACCESSIBILITY VALIDATION

Accessibility validation is the final review step used to confirm materials meet WCAG 2.1 AA standards after production. Validation includes checks for:

- Color contrast ratios
- Font size, spacing, and readability
- Heading structure and document hierarchy
- Alternative text for images, icons, and infographics
- Screen reader compatibility and tagging for PDF
- Caption accuracy and readability for video assets

## DELIVERABLE SCHEDULE MANAGEMENT

Assumes Notice to Proceed, March 2026, timeline will be confirmed in Discovery.

- Discovery summary and partner inventory – Week, 4 March 2006
- Campaign plan and messaging framework – Month 2, April 2006
- Regional brand guidelines – Month 3, May 2026
- Toolkit v1 – Month 4, June 2026
- Multilingual toolkit set – Month 5, July 2026
- Launch readiness package – Month 6, August 2026
- Monthly reporting begins – Month 6, August 2026, ongoing through June 2027
- Final closeout package – June 2027

## SECTION 6 — REFERENCES

Propaganda Creative has provided a list of 5 contracts from the last 3 years that demonstrate our ability to perform the services required under this RFP. Propaganda Creative grants permission to the City to contact the list provided.

### HOOPFEST | 2020 - PRESENT

Ongoing support since 2020 including annual campaign creative, event communications, digital and on-site assets, and sponsor integration. Work includes developing consistent visual systems across channels, creating participant-facing information materials that are clear and easy to navigate, and supporting high-volume public communications tied to schedules, locations, and event updates. **Overview is available in Appendix A under "Hoopfest."**

**PRIMARY REFERENCE - Riley Stockton, Executive Director — Spokane Hoopfest**
riley@spokanehoopfest.net
(509) 951-0605

### WHITMAN COUNTY PUBLIC HEALTH | 2022-PRESENT

Ongoing partnership supporting brand and website improvements, plus public health campaigns where clarity, trust, and speed matter. Work has included strategy and rollout of public-facing communications on topics such as substance use prevention, STI awareness, respiratory illness, and measles outbreak messaging, using a mix of video, animation, illustration, copywriting, and digital content. **Overview is available in Appendix A under "Whitman County Public Health."**

**PRIMARY REFERENCE - Corrin McMichael, Deputy Director — Whitman County Public Health**
corrin.mcmichael@whitmancounty.gov
(509) 553-1792

### COLUMBIA COUNTY PUBLIC HEALTH 2024-PRESENT

Brand identity development and launch of the organization's first standalone website, with expanded support including social media, major public-facing reports (CHNA and CHIP), and video production to support clear, accessible community messaging. Work also included air quality awareness communications that translated AQI guidance into resident-friendly, protective actions. **Overview is available in Appendix A under "Columbia County Public Health.**

**PRIMARY REFERENCE - Jan Strohbehn, Administrator— Columbia County Public Health**
jan_strohbehn@co.columbia.wa.us
(509) 382-2181 ext 395

### VISIT SPOKANE | 2023-PRESENT

Brand and identity support focused on maintaining a cohesive regional story across diverse neighborhoods, audiences, and seasonal priorities while preserving one consistent brand experience. Work included developing high-impact hero creative along with a practical content library designed for use by multiple stakeholders across campaigns, platforms, and timelines without losing continuity. **Overview is available in Appendix A under "Visit Spokane."**

**Jeff Hawley, President of Marketing — Visit Spokane**
jhawley@visitspokane.com
(509) 742-9373

### KNIFE RIVER | 2020-PRESENT

Brand and communications support including brand strategy, print and marketing collateral, photography, video, motion graphics, and website design and development. Work focused on building a clear, user-friendly digital presence that highlights a complex product offering, supports search visibility, and reinforces Knife River's commitment to quality, safety, and sustainability. **Overview is available in Appendix A under "Knife River."**

**Blake Johnson, Commercial Director — Knife River Prestress**
blake.johnson@kniferiver.com
(509) 934-0286

# SECTION 7 — COST PROPOSAL

This cost proposal is structured to clearly separate professional services fees from third-party costs. Our fees cover planning, strategy, creative development, toolkit production, partner coordination, and reporting in the Technical Proposal (Section 4, pages 6–11) and the Management Proposal (Section 5, pages 12-14).

## FEE STRUCTURE

Professional services are provided on a not-to-exceed basis, with billing tied to completed work and approved deliverables.

## INCLUDED IN PROFESSIONAL FEES

**Tasks and activities:**

- Discovery and alignment work sessions, asset and channel review, and documentation
- Regional campaign planning, messaging framework, and creative direction
- Regional brand system and usage guidance
- Resource and Information Toolkit development, including templates and partner-ready assets
- Content development and production for required outreach materials
- Partner coordination support, review windows, and approvals facilitation
- Reporting aligned to grant milestones and compliance needs

## PAID MEDIA BUY COSTS

**Tasks and activities:**

The RFP requires the campaign plan to identify delivery channels and estimated paid media buy costs aligned to grant milestones. Our professional fees include planning and estimating paid media buy costs within the campaign plan.

Paid media placement, ad spend management, and media buying services are excluded from this scope unless added by written amendment.

## PASS-THROUGH AND THIRD-PARTY COSTS

If required for this project, third-party services will be treated as pass-through costs and proposed for City approval in advance. Examples may include:

- Professional translation and cultural review
- Accessibility validation or testing
- Printing and distribution
- Stock licensing when local assets are not feasible

**All pass-through costs will be approved, documented and billed at cost unless otherwise agreed.**

## ASSUMPTIONS

- The City will designate a primary point of contact and provide consolidated feedback during review windows.
- The Steering Committee will participate in scheduled work sessions needed to confirm priorities and approvals.
- Existing materials, partner contacts, and compliance guidance will be provided as needed to support timely delivery.
- Accessibility requirements, including WCAG 2.1 considerations, are incorporated into design and production as work is developed, with checks performed throughout Phases 2 and 3 to prevent rework.

# SECTION 7 - COST PROPOSAL, CONTINUED

The Cost Proposal identifies all costs necessary to complete the work and produce the required deliverables, as a fully detailed budget with a total not-to-exceed amount.

Our budget is structured to front-load discovery, strategy, and toolkit production early in the project to establish a consistent regional system partners can use, then maintain lighter, predictable support through June 2027 for coordination, reporting, and approved updates. This approach prioritizes durable deliverables, minimizes rework across jurisdictions, and keeps the program on schedule while remaining within the grant's budget realities. Washington State sales tax, if applicable, will be collected and remitted by the Firm and is not included in the amounts shown below.

### TOTAL NOT-TO-EXCEED COST (NTE): $144,730

This total is structured to remain within the grant budget while preserving the staffing and production capacity required to deliver the Regional Campaign Plan and the Resource and Information Toolkit on schedule.

### BUDGET SUMMARY

The budget is separated into internal professional services labor and defined third-party costs for translation and accessibility validation. Estimated hours reflect internal labor only.

**Budget**

| Phase | Scope focus | Estimated hrs | Allocation |
|---|---|---|---|
| Phase 1, Discovery and Alignment | Kickoff, requirements review, partner channel inventory, measurement framework | 170 | $28,900 |
| Phase 2, Strategy Definition and Planning | Campaign plan, messaging framework, toolkit structure, accessibility checks (WCAG 2.1) | 194 | $32,980 |
| Phase 3, Creative Development and Toolkit Production | Brand system, toolkit templates, core content production, WCAG 2.1 accessibility-ready files | 220 | $37,400 |
| Phase 4, Launch Support, Coordination, and Reporting | Partner coordination support, reporting aligned to grant milestones, approved updates | 145 | $24,650 |
| Phase 5, Closeout and Handoff | Final documentation and toolkit handoff and training | 40 | $6,800 |
| | **Totals** | **769** | **$130,730** |

Estimated level of effort is provided to support planning and transparency. Hours reflect anticipated internal professional services effort only.

# SECTION 7 - COST PROPOSAL, CONTINUED

### THIRD-PARTY COSTS INCLUDED WITHIN NOT TO EXCEED

The RFP requires language-accessible materials. The costs below are included within the total not-to-exceed amount and will be coordinated through the City's review and approval process. This is an estimate based on the anticipated scope, the required languages, and final word counts. Actual costs may be lower, and will not exceed the amount shown without prior City approval.

| Item | Allocation |
|---|---|
| Professional translation and cultural review (allowance, TBD during Discovery) | $14,000 |

### Budget Summary

| Category | Allocation |
|---|---|
| Professional services, labor and project management (769 hours at $170 per hour, including accessibility checks during Phases 2 and 3) | $130,730 |
| Translation and accessibility validation (included within NTE) | $14,000 |
| **Total** | **$144,730** |

### FEE STRUCTURE

**Hourly Rate $170/hr**

Professional services are provided on a not-to-exceed basis, with billing tied to completed work and approved deliverables. **Our standard professional services rate is $200 per hour. For this engagement, and to support budget efficiency over the full grant period, we have reduced our billing rate to our established retainer rate of $170 per hour.**

**Billing and Invoicing**

We recommend predictable monthly progress billing to support steady program delivery and straightforward budget tracking.

- Invoices are issued monthly and applied against the total not-to-exceed amount.
- Each invoice includes a summary of work completed, hours by role, deliverables produced, and the remaining not-to-exceed balance.
- Billing is aligned to the project phases, with higher effort during Discovery, planning, and toolkit production, and lighter coordination and reporting support through June 2027.

If the City prefers a different billing schedule, we are flexible and can align invoicing to the arrangement the City prefers while maintaining the same not-to-exceed total.

# SECTION 8 - DISCLOSURES

**To support efficient review, the certifications and disclosures below are provided in one place.**

### CONFLICT OF INTEREST

Propaganda Creative certifies that no current or former employees of the participating Agencies are employed by, or sit on the governing board of, Propaganda Creative as of the date of this proposal or during the previous twelve (12) months.

Propaganda Creative LLC and its personnel have no current or former employment relationships with the City of Spokane that would violate SMC Chapter 1.04A. We confirm no conflicts of interest exist.

### STAFF COMMITMENT AND SUBSTITUTION

Propaganda Creative commits that the staff identified in this proposal will perform the assigned work. Any staff substitution will require prior approval of the City.

### CONTRACT TERMINATION FOR DEFAULT

Propaganda Creative has not had any contracts terminated for default within the past five (5) years.

### SUB-CONSULTANTS AND THIRD-PARTY SERVICES

At this time, no sub-consultants are anticipated. If specialized services such as professional translation are required as part of the approved deliverables, qualified providers will be proposed for City approval in advance, including name, address, and scope of services.

### TERMS AND CONDITIONS

Propaganda Creative acknowledges and agrees to comply with the terms and conditions set forth in the Request for Proposals.

### ECOLOGY GRANT CONTRACT INSERT COMPLIANCE

We will include Ecology funding recognition and logo on public facing materials, provide record access and retention, and acknowledge Ecology’s document rights as required by the grant contract insert.

### ACKNOWLEDGEMENT OF RFP ATTACHMENTS AND PROCUREWARE REQUIREMENTS

Propaganda Creative acknowledges receipt and review of all RFP documents and attachments associated with RFP #6487-26, including all materials provided through the City of Spokane ProcureWare system. This includes Attachment 1 (Proposal Document), Attachment 2 (Terms and Conditions), Attachment 3 (Contract Insert), and Attachment 4 (Certification Regarding Lobbying).

We confirm that our proposal has been developed in accordance with these requirements and that we will execute the work in compliance with the terms, conditions, certifications, and contractual provisions outlined in the referenced attachments.

# APPENDIX A RELEVANT WORK

VISIT WEBSITE

SCAN HERE TO VISIT WEBSITE

## RELEVANT WORK

The following examples illustrate Propaganda Creative's experience delivering public-facing campaigns, toolkits, and educational materials comparable in scope and complexity to this RFP. These examples are provided as supporting documentation and demonstrate our ability to translate complex information into clear, accessible, and partner ready deliverables.

This work is relevant to the Eastern Washington Stormwater Education scope because it combines multi stakeholder coordination, plain language education, multi format production, and durable systems that partners can deploy consistently over time.

## HOW THIS EXPERIENCE ALIGNS WITH THE SCOPE OF SERVICES

**Campaign strategy and messaging frameworks**
We build clear messaging systems and campaign plans that translate technical topics into simple actions the public can understand and adopt.

**Toolkit and template development**
We create organized asset libraries, templates, and partner guidance so jurisdictions can deploy materials quickly without reinventing standards.

**Digital education and web experience**
We design and build digital resources that make complex information easy to find, easy to navigate, and practical to use.

**Video and motion for comprehension**
We use video and motion graphics to improve understanding, reduce confusion, and increase engagement when topics are complex or unfamiliar.

**Print and community facing materials**
We produce production ready collateral, signage, and handouts that support outreach in real world environments.

**Accessibility and usability by design**
We incorporate WCAG 2.1 considerations during development so materials are readable, scannable, and usable across audiences.

**Multi language communication support**
We plan for language access and translation needs so core materials can be deployed equitably across communities and jurisdictions.

**Partner coordination and approvals**
We work within committee review processes, manage feedback cycles, and keep work moving without surprises or rework.

**For reference only. Use the link or scan the QR code in the top right corner of this page to view our portfolio and other work samples.**

# APPENDIX A RELEVANT WORK

WATCH VIDEO

### HOOPFEST

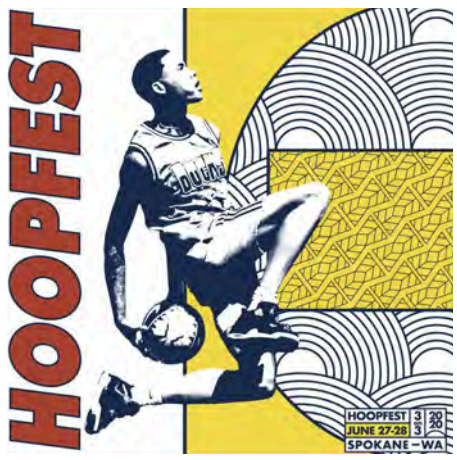
Beginning in 2020, Propaganda Creative has partnered with Hoopfest on a multi-year creative program that refreshes annually while maintaining a consistent core brand. Each season requires high-volume production across digital, print, and on-street event environments, tight timelines, and coordination across multiple stakeholders. Our role has been to steward the brand while building a repeatable system that delivers scale without sacrificing quality, clarity, or consistency.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires a unified regional system that can scale across jurisdictions, support high-volume partner deployment, and adapt over time without losing clarity or consistency. Our Hoopfest work demonstrates how we build durable creative frameworks and organized asset libraries that multiple stakeholders can use reliably, while still allowing for annual or topic-based refreshes as priorities evolve.

**Work Completed**

- Brand identity stewardship and annual creative refresh
- Campaign direction, including thematic development and year-over-year positioning
- Marketing strategy support and channel coordination
- Digital experience design and web development for participant-facing platforms
- Collateral and signage systems, including production-ready environmental graphics
- Video and motion assets for social and digital distribution
- Custom iconography and 3D elements to maintain visual cohesion at scale



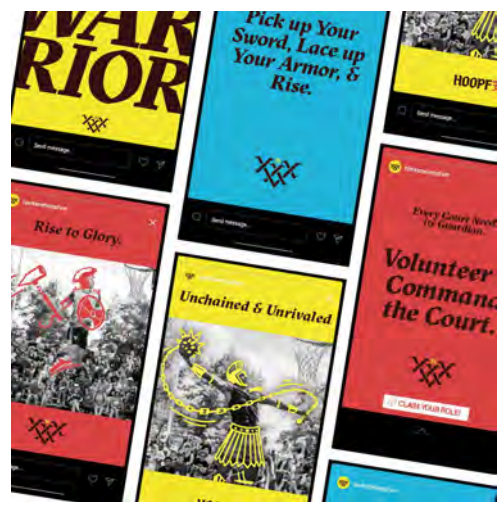















# APPENDIX A RELEVANT WORK

WATCH VIDEO

SCAN HERE TO WATCH VIDEO

## VISIT SPOKANE

Propaganda Creative supported Visit Spokane with regional brand and campaign work designed to tell one cohesive story across multiple neighborhoods, audiences, and seasonal priorities. The work balanced high-impact hero creative with a practical content library and templates that could be deployed by multiple stakeholders across platforms without losing quality, continuity, or brand consistency.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires a unified regional system that can be used across jurisdictions, adapted over time, and deployed by multiple partners without creating fragmentation. Our Visit Spokane work demonstrates how we build a consistent regional framework, then equip stakeholders with organized, ready-to-use assets that maintain standards while supporting a wide range of topics, channels, and timelines

**Work Completed**

- Photography, place-based and lifestyle imagery capturing Spokane's districts and community energy
- Video, short-form content designed for digital promotion and social reach
- Branding and identity, refreshed look and feel with supporting identity elements for consistent regional voice
- Wayfinding and environmental design, visitor-oriented systems supporting physical navigation
- Digital and web, campaign creative and web assets optimized for ongoing stakeholder use
- Print and graphic design, visitor materials and collateral templates designed for repeatable deployment


















# APPENDIX A RELEVANT WORK

VISIT SITE

SCAN HERE
TO VISIT SITE

## COLUMBIA COUNTY PUBLIC HEALTH

Propaganda Creative partnered with Columbia County Public Health to develop a cohesive brand identity and launch their first standalone website. The work expanded into ongoing public education support, including major community health reports and multimedia content designed to make technical information clear, useful, and credible for residents.

Across complex topics including air quality, fentanyl addiction, youth cell phone addiction, and community health assessments, we helped translate data, guidance, and prevention messaging into community-ready communication that residents could understand and act on.

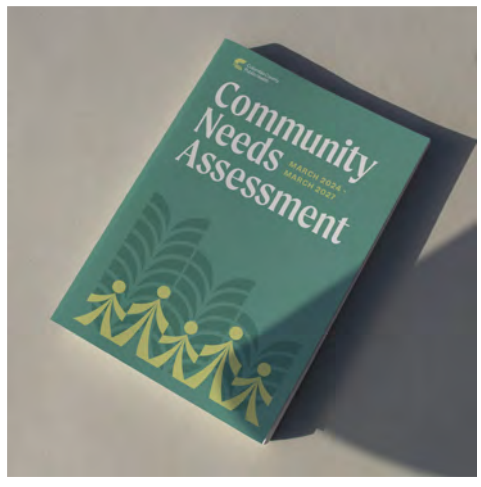
This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires translating technical guidance into plain-language actions, producing accessible digital resources, and building a repeatable system that partners can use consistently over time. Our work with Columbia County Public Health demonstrates how we create practical educational tools and campaigns that help residents understand what to do next, and why it matters.

**Work Completed:**

- Air quality guide and documentation, translating AQI levels into clear, actionable protective steps
- Educational collateral and graphics, practical prevention focused materials designed for easy adoption
- Campaign identity and strategy, messaging frameworks and visual systems to guide public outreach
- Campaign creative, flyers, social posts, and supporting materials designed for clarity and engagement
- Bilingual messaging support, English and Spanish versions to improve accessibility and reach
- Web and digital, website development and digital resources including a fire and smoke information page
- Video and motion, story-driven video assets and social-ready cuts to support awareness and understanding















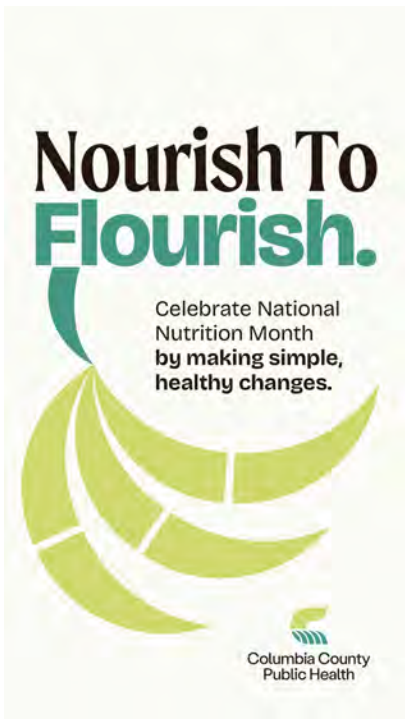


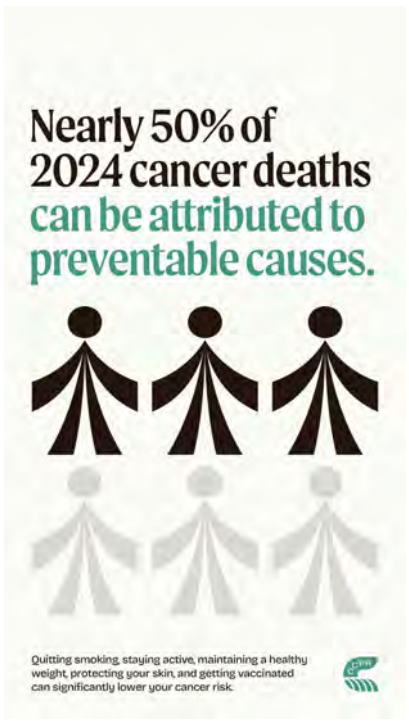
## APPENDIX A RELEVANT WORK






























# APPENDIX A RELEVANT WORK

### KNIFE RIVER

Propaganda Creative partnered with Knife River to strengthen their brand communications and build a modern digital presence that reflects the quality, reliability, and scale of their operations. The work focused on translating a complex product offering into a clear, professional experience, with a website built for usability, performance, and long-term content growth.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires organizing technical information into clear, accessible communication that partners and the public can navigate easily. Our Knife River work demonstrates how we structure and present complex, compliance-adjacent content in a way that is easy to find, easy to understand, and built to scale over time, which is the same discipline required for a regional stormwater education toolkit and supporting digital resources.

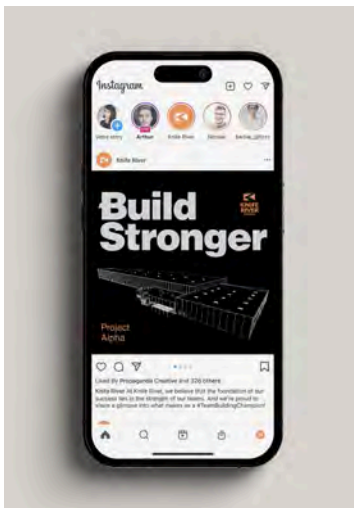
### WORK COMPLETED

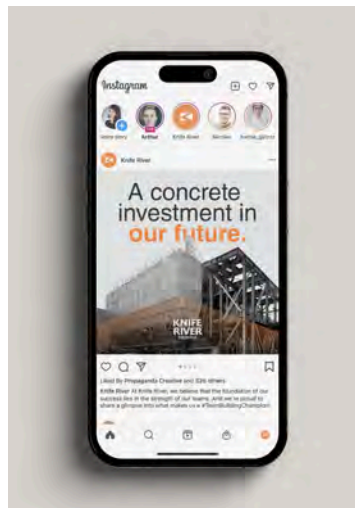
- Brand strategy support to clarify positioning and communication priorities
- Web design and development, responsive and user-friendly for multiple audiences
- UI and UX design focused on clarity, navigation, and content organization
- SEO-informed structure and content guidance to support discoverability
- Print and marketing collateral designed for consistent brand presentation
- Photography and video assets to support credibility and product understanding
- Motion graphics for clear, modern communication across digital channels

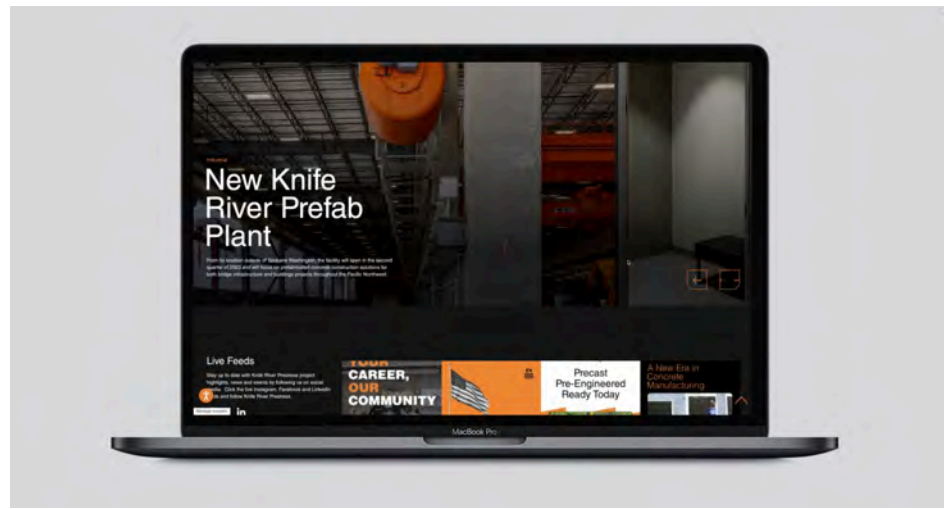








# APPENDIX A RELEVANT WORK

### WHITMAN COUNTY PUBLIC HEALTH

Propaganda Creative has a long-standing relationship with Whitman County Public Health, supporting brand and digital improvements and delivering public health communication campaigns where clarity, trust, and speed matter. Our work spans foundational updates and time sensitive outreach, helping translate complex topics into community-appropriate messaging that is easy to understand and act on.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires plain-language education, consistent messaging across partners, and materials that hold up under review while still reaching real residents. Our public health work shows how we build credible messaging frameworks and deploy multi-format outreach assets that support behavior change, respond to evolving priorities, and remain accessible to the communities they are meant to serve.

**Work Completed:**

- Campaign strategy and rollout, end-to-end development and deployment of public education campaigns across multiple topics and urgency levels
- Video and motion, video and animation assets designed to improve comprehension and engagement across digital channels
- Copywriting and messaging, clear community-appropriate content that supports credibility, understanding, and action
- Digital strategy, channel and content approach designed to connect with the public and support measurable outreach
- Website and digital experience, improvements designed around community needs and accessibility
- Brand and identity support, evolving the brand into a more approachable and community-centered presence









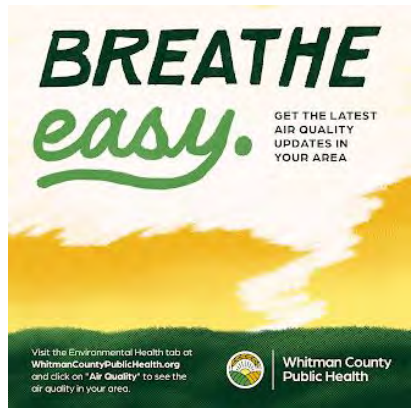






# APPENDIX A RELEVANT WORK



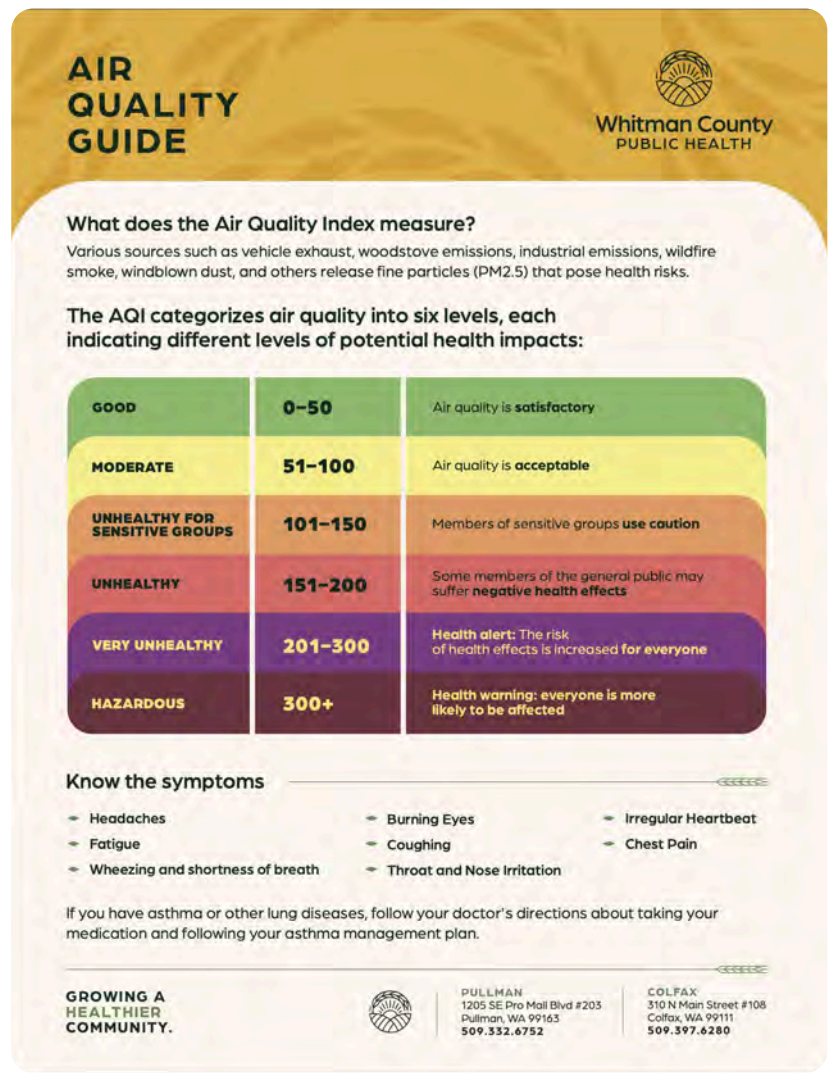






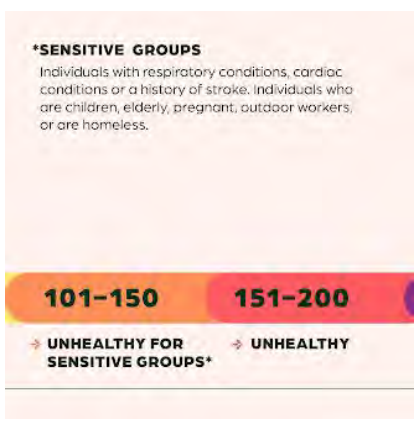


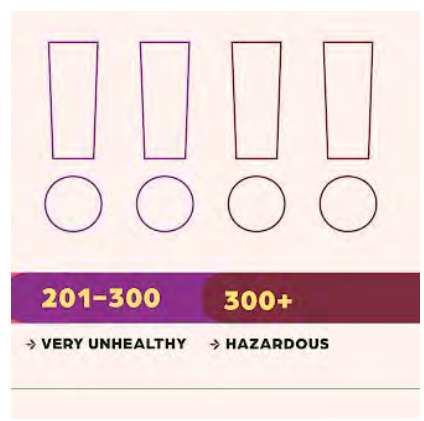














WATCH VIDEO

**ANNUAL SUMMARY**
SCAN HERE TO WATCH VIDEO

WATCH VIDEO

**DRUG PREVENTION**
SCAN HERE TO WATCH VIDEO

WATCH VIDEO

**THRIVE LOCALLY**
SCAN HERE TO WATCH VIDEO

**Thank You.**

propaganda.

**EXHIBIT C**

**WASHINGTON STATE DEPARTMENT OF ECOLOGY**

**WATER QUALITY COMBINED FUNDING**

**INSERT FOR ALL SERVICES FOR**

**STATE-FUNDED PROJECTS**

The following clauses are suggested to be incorporated into contracts for all services receiving state financial assistance from the Washington State Department of Ecology's Water Quality Combined Funding Program.

## Compliance with State and Local Laws

The services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the project.

## State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

## Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

## Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

## Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Department of Ecology. The Washington State Department of Ecology's logo must be on all signs and documents. Logos will be provided as needed.

## Accessibility

Public-facing documents produced under this agreement shall be accessible to the RECIPIENT's best ability. This recommendation applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

## Access To the Work Site and To Records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three years after the final audit.

## Funding Provision

Partial funding of this project is being provided through the Washington State Department of Ecology. In the event that Ecology's funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the contract may be amended.

## Copyright to Documents

The Department of Ecology retains a copyright to any documents produced and data collected under this agreement. The Department retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents. The Department can authorize others to use the data or documents for federal, state, or local government purposes.

STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Mar 06, 2026

Limited Liability Company

Unified Business ID #: 603101293
Business ID #: 001
Location: 0003
Expires: Apr 30, 2027

PROPAGANDA CREATIVE L.L.C.
STE 300
123 S WALL ST
SPOKANE WA 99201-3820

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603101293 001 0003

Expires: Apr 30, 2027

FOLD HERE

PROPAGANDA CREATIVE L.L.C.
STE 300
123 S WALL ST
SPOKANE WA 99201-3820

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

John Ryser
Director, Department of Revenue

**IMPORTANT!**

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE**

## General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

## Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

April 2, 2026

| | |
|---|---|
| WA UBI No. | 603 101 293 |
| L&I Account ID | 261,707-01 |
| Legal Business Name | PROPAGANDA CREATIVE LLC |
| Doing Business As | PROPAGANDA CREATIVE LLC |
| Workers' Comp Premium Status: | Account is in good standing.<br>Quarterly report received and is being processed. |
| Estimated Workers Reported<br>(See Description Below) | Pending current quarter filing |
| Account Representative | Employer Services Help Line, (360) 902-4817 |
| Licensed Contractor? | No |

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2026

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

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

| | |
|---|---|
| **PRODUCER**<br>Wood Insurance Network Group, LLC<br>421 W Riverside Ave, Suite 668<br>Spokane, WA 99201<br>License #: 801747 | CONTACT NAME: Chris Wood<br>PHONE (A/C, No, Ext): (509)315-4836 FAX (A/C, No):<br>E-MAIL ADDRESS: chris@woodinsurancenetworkgroup.com |
| **INSURED**<br>Propaganda Creative, LLC<br>123 S Wall St, Suite 300<br>Spokane, WA 99201 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Nationwide Insurance<br>INSURER B : Hiscox Insurance Company<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER: 00000066-0** **REVISION NUMBER: 6**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | Y | Y | ACP BP013202230288 | 04/03/2026 | 04/03/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | ACP BP013202230288 | 04/03/2026 | 04/03/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | ACP CU013202230288 | 04/03/2026 | 04/03/2027 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 1,000,000<br>$ 1,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| B | Professional | Y | Y | P100.241.010.6 | 05/01/2025 | 05/01/2026 | Liability | 1,000,000 |
| A | Employer's Liability | Y | Y | ACP BP013202230288 | 04/03/2026 | 04/03/2027 | Stopgap | 1,000,000 |

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

**Certificate Holder is listed as an Additional Insured, per contract.**

**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
Chris Wood

(CDW)


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CITY OF SPOKANE – PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

# REQUEST FOR PROPOSALS

| | |
|---|---|
| **RFP NUMBER: 6478-26**<br>**RFP TITLE: Ecology GROSS Grant Regional Stormwater Education Consultant**<br>**RFP COORDINATOR: Tanya Lester, City of Spokane Purchasing Department**<br>**QUESTION DEADLINE: January 30th, 2026**<br>**TIME: 4:30 P.M.** | **PROPOSAL DUE DATE: February 9th, 2026**<br>**TIME: 1:00 P.M.**<br>**PROPOSAL SUBMITTAL:**<br>**All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.** |

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# 1. GENERAL INFORMATION

## 1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

## 1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Wastewater & Public Works Departments (hereinafter "City") is initiating this Request for Communications and Public Outreach Services for the Grants for Regional or Statewide Significance (GROSS) Eastern Region Stormwater Education project. Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing

*It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or subcontract resulting from this solicitation for bids/proposals.*

*Budget/Grant funds allocated for this project: $*150,475.00

## 1.3 MINIMUM QUALIFICATIONS

The Proposer must have ten years of experience in branding, marketing strategy, digital media, and public engagement. Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

## 1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be from 2/9/2026 and run through 6/30/2027

## 1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

## 1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 2 RFP 6487-26 Terms & Conditions.

## 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|---|---|
| Deadline for Questions | January 30th, 2026, at 4:30 P.M |
| Proposals Due | February 9th, 2026, at 1:00 P.M. |
| Evaluation, Negotiation and Contract Award | Week of February 9th 2026 |
| Begin Contract Work | February 16, 2026 |

The City reserves the right to revise the above schedule.

### 1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

**Firm** – Consultant, Individual or Company including Sub-consultants whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation**.**

**Proposer** - Firm submitting a Proposal in order to attain a contract with the City.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

## 2. SCOPE OF SERVICES

Multi-Media Campaign Development

Work with steering committee of 3-5 people and subject matter experts to develop a Regional Stormwater Public Education and Outreach Campaign. At a minimum, the campaign plan will:

Establish campaign goals, messaging strategies, delivery channels, and paid media buy costs that meet the milestones and final deadline of the grant. Jurisdictional areas include, however are not limited to: City of Spokane, City of Spokane Valley, Spokane County, Benton County, Asotin County, Walla Walla County, Franklin County, Whitman County, Grant County.

Branding and design for Eastern Washington Stormwater Education Campaign Incorporate language access, accessibility, and environmental justice principles. With direction from the steering committee, develop a Regional Communications and Community Education campaign. At a minimum, the plan will:

- Assess digital needs and plan for digital presence. (website, etc.)
- Identify platforms and communication channels (e.g., digital, social media, community events, local media)
- Assess and inventory partner digital channels to maximize reach, amplify messaging, and minimize maintenance needs.
- Outline a process for partner coordination and material review/approval
- Develop a Resource and Information Toolkit for Eastern Washington NPDES Phase II permittees. At a minimum, the toolkit will include:
- Develop a residential and commercial stormwater outreach digital guide
- Develop graphics, images, infographics, and materials that meet web accessibility standards
- Provide language-accessible materials in English, Spanish, Arabic, Russian, and Vietnamese, with additional languages based on regional community demographics. Ensure outreach materials are translated into appropriate languages based on geographic and demographic needs.

**Expected Outcome:**

**The project will produce a regional stormwater outreach and community education campaign plan, and a long-term educational toolkit, with all materials made accessible in multiple languages to reach diverse communities across the region.**

# 3. PROPOSAL CONTENTS

## 3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

## 3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

## 3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

## 3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

### 3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.

6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Point scoring is preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### 4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

| | | |
|---|---|---|
| **TECHNICAL PROPOSAL – 35%**<br>Project Approach/Methodology<br>Understanding Work Plan Schedule/Deliverables | <br>35 Points (Maximum)<br>35 Points (Maximum) | 70 points |
| **MANAGEMENT PROPOSAL – 30%**<br>Firm and Staff Experience/Capabilities/Qualifications<br>References | <br>35 Points (Maximum)<br>25 Points | 60 points |
| **COST PROPOSAL – 35%** | 70 Points (Maximum) | 70 points |
| **GRAND TOTAL FOR WRITTEN PROPOSAL** | | **200 POINTS** |

### 4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

## 5. GRANT REQUIREMENTS

**Funding of this project is being provided by the Washington State Department of Ecology's (Ecology) Stormwater Grant Program.**

## 6. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

Attachment 1 RFP #6487-26 Proposal Document

Attachment 2 RFP #6487-26 Terms & Conditions

Attachment 3 RFP# 6487-26 Washington State Department of Ecology Stormwater Facility Specifications Insert

# ATTACHMENT 1

# REQUEST FOR PROPOSAL - TERMS AND CONDITIONS

## 1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

## 2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this Request for Proposals (hereinafter "RFP") shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

## 3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

## 4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system https://spokane.procureware.com.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

## 5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

## 6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## 7. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## 8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## 9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

## 10. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

## 11. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## 12. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or

improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

**13. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**14. ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

**15. DISPUTES**

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

**16. 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.

**17. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

**18. INSURANCE COVERAGE**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## SPECIFIC GRANT RELATED LANGUAGE

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

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

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

C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

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

**20. CERTIFICATION REGARDING LOBBYING**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

D. 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, United States 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.

**21. DOMESTIC PREFERENCE**

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**22. CLEAN AIR ACT**

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**23. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

**24. MAINTENANCE OF RECORDS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances.

**25. CONFERENCE ROOMS**

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

**26. COVERED TECHNOLOGY**

200.216 (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or

extend a renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**27. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)**

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

**28. TITLE VI STATEMENT**

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 04/27/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 05/04/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/20/2026 | | |
| **Clerk's File #** | OPR 2026-0409 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | PUBLIC WORKS | **Bid #** | RFQ 6555-26 |
| **Contact Name/Phone** | CHRIS AVERYT 625-6540 | **Requisition #** | VB |
| **Contact E-Mail** | CAVERYT@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | VALUE BLANKET FOR THE PURCHASE OF COUNTERTOP WATER DISPENSERS | | |

## Agenda Wording

Value blanket award to (TBD) for the purchase of countertop water dispensers with PFAS filters for affected residents of the West Plains for one year and a total cost not to exceed $50,000.00, including tax.

## Summary (Background)

As part of the West Plains PFAS contamination issue and resulting Short Term Interim Action Work Plan approved by the Department of Ecology, the City will distribute countertop dispensers with PFAS filters to impacted residents. The program may require the purchase of up to 600 dispensers and replacement filters, the purchasing may be one time or staggered. Pitchers must remove a minimum of 98% Total PFAS and a minimum 22 cup capacity. The anticipated amount for this value blanket is $50,000.

**What impacts would the proposal have on historically excluded communities?**

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, 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 | $ 50,000.00 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

This is funded through an account set up with PFAS settlement funds awarded through litigation.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 50,000.00 | # 4100-42412-34148-53201-99999 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

No

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

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

**Distribution List**

| | |
|---|---|
| | mfeist@spokanecity.org |
| caveryt@spokanecity.org | rrinderle@spokanecity.org |
| aalbinmoore@spokanecity.org | |
| | |
| | |

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 04/13/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 05/04/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 4/7/2026 | | |
| **Clerk's File #** | ORD C36866 | | |
| **Cross Ref #** | ORD C36794 | | |
| **Project #** | | | |
| **Submitting Dept** | ENGINEERING SERVICES | **Bid #** | |
| **Contact Name/Phone** | DAN BULLER 6391 | **Requisition #** | |
| **Contact E-Mail** | DBULLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Special Budget Ordinance | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** YES | |
| **Agenda Item Name** | SBO - ADD BACK TWO PUBLIC WORKS INSPECTOR POSITIONS IN ENGINEERING | | |

## Agenda Wording

Special Budget Ordinance amending ORD C36794 to add two Public Works Inspector positions that were removed as part of the 2025-2026 mid-biennium budget modification.

## Summary (Background)

During the 2025-2026 mid-biennium modification, two public works inspectors were removed (position numbers 217027 and 216037); however, Local 270 has since filed a grievance that requires these to be added back in 2026. The positions were removed because the department was not able to fill the positions, so they'll be attempting to fill them again. This SBO requests the addition of the following: 1) Add (1) classified Public Works Lead Inspector (from 13 to 14) in the Engineering Services department. 2) Add (1) classified Public Works Journey Level Inspector (from 1 to 2) in the Engineering Services department.

**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? | NO |
| Total Cost | $ 0 |
| Current Year Cost | $ 0 |
| Subsequent Year(s) Cost | $ |

## Narrative

We are not appropriating additional dollars for these positions because the department is not likely to be able to fill the positions. If they are filled, Engineering Services has sufficient vacancy savings to cover the cost.

| Amount | | Budget Account |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

Yes, other departments pay for the services provided by Engineering Services.

| | |
|---|---|
| **Expense Occurrence** | Recurring |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | BULLER, DAN | MANAGEMENT & | MILLER, JACOB |
| Division Director | FEIST, MARLENE | | |
| Accounting Manager | ZOLLINGER, NICHOLAS | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
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| tax&licenses@spokanecity.org | eraea@spokanecity.org |
| mfeist@spokanecity.org | dbuller@spokanecity.org |
| mvallen@spokanecity.org | |
| | |

ORDINANCE NO C36866

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADD TWO ENGINEERING POSITIONS IN THE GENERAL FUND, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add (1) classified Public Works Lead Inspector (from 13 to 14) in the Engineering Services department.
2) Add (1) classified Public Works Journey Level Inspector (from 1 to 2) in the Engineering Services department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add two Engineering positions back to the General Fund after being removed in the mid-biennium modification, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Urban Experience **Date:** 03/16/2026<br>**Committee Agenda type:** Discussion<br>**Council Meeting Date:** 04/13/2026 | | **Date Rec'd** | 3/11/2026 |
| | | **Clerk's File #** | ORD C36863 |
| | | **Cross Ref #** | |
| | | **Project #** | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | SARAH 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | SDIXIT PDILLON | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE RELATING TO MOBILE FOOD VENDING REGULATIONS | | |

## Agenda Wording

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code.

## Summary (Background)

Mobile food vending, such as mobile food trucks and carts, adds vitality to public spaces, encourages pedestrian activity, and promotes economic development. The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097 and has not updated them since. This ordinance intends to make it easier for mobile food vendors to thrive in Spokane by removing unnecessary regulatory barriers and barriers to entry while also protecting public health and safety. This ordinance eliminates the additional annual mobile food vending regulatory license requirement. This ordinance eliminates the requirement that a mobile food vendor obtain written permission from an adjacent property owner when operating in the public right-of-way in downtown. The ordinance intends to activate surface parking areas by providing that a mobile food vendor is not required to make site improvements when operating on a surface parking area. The ordinance updates the prohibition on the sale of alcohol by recognizing state law changes that now allow a mobile food vendor to also obtain a caterer's permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events. The ordinance moves mobile food vending regulations to the Activation of Public Spaces code chapter.

**What impacts would the proposal have on historically excluded communities?**

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. Mobile food vending can provide opportunities to chefs and entrepreneurs who may lack the initial capital to open a brick-and-mortar restaurant.

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

This ordinance does not create additional data collection requirements.

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

This ordinance does not create additional data collection requirements.

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

Comprehensive Plan Policy DP 4.2 – Street Life Comprehensive Plan Policy N 1.1 – Downtown Development Comprehensive Plan Policy ED 3.10 – Downtown Spokane Downtown Plan Priority Action 1.3 – Make sidewalks active Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses Comprehensive Plan Policy ED 3.6 – Small Businesses

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | **$** 500 |
| Current Year Cost | **$** 500 |
| Subsequent Year(s) Cost | **$** 0 |

**Narrative**

The City generally receives less than $500 in revenue from the mobile food vending regulatory license. The revenue generated through this license requirement is likely less than the administrative costs to maintain the license program.

| **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** | |
|---|---|
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**ORDINANCE NO. C36863**

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code.

**WHEREAS,** Spokane Municipal Code 17C.390.010 reads: "*Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development*"; and




**WHEREAS,** Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to *"Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas"*; and

**WHEREAS,** Comprehensive Plan Policy N 1.1 – Downtown Development calls for the City to *"Develop downtown Spokane as the primary economic and cultural center of the region…"*; and

**WHEREAS,** Comprehensive Plan Policy ED 3.10 – Downtown Spokane calls for the City to *"Promote downtown Spokane as the economic and cultural center of the region."*; and

**WHEREAS,** Downtown Plan Priority Action 1.3 calls for the City to *"Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown"*; and

**WHEREAS,** Downtown Plan Priority Action 3.1 calls for the City to *"Develop a program to use the edges of surface parking lots for active uses, programming, and events such as food trucks, vendors, and farmers markets.";* and



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

**WHEREAS,** Downtown Plan Priority Action PS1.1 calls for the City to *"Strategically program and activate public spaces downtown."*; and

**WHEREAS,** Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses calls for the City to *"Support opportunities to expand and increase the number of locally-owned businesses in Spokane."*; and

**WHEREAS,** Comprehensive Plan Policy ED 3.6 – Small Businesses calls for the City to *"Recognize the significant contributions of small businesses to the city's economy and seek to enhance small business opportunities.".*

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 08.01.070 of the Spokane Municipal Code is amended to read as follows:

**Section 08.01.070 Business Registration Required**

A. No person may engage in business in the city of Spokane or with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration a Spokane city endorsement as provided in this chapter. Annual general business licenses with a Spokane city endorsement shall be issued and registered through the Washington State Department of Revenue's Business Licensing Service (BLS). A general business license is good for twelve months and must be renewed before expiration for the next twelve months. Any temporary registrations, to include itinerant vendor registrations shall be issued

and registered by the City of Spokane Taxes and Licenses Office. In addition, persons whose activities fall within the definition of SMC 10.40.010 must obtain an "itinerant vendor" permit as provided in SMC 10.40.010, in addition to a business registration. A business license does not authorize illegal activities.

B. If a business changes names or locations during a registration year, it must notify the Washington State Business Licensing Service to obtain a new registration document to display in the place of business that reflects the change of name or location. A change of location may require the filing of a new application through the Business Licensing Service, as described in this chapter.

C. A person or business conducting the following activities shall register for an annual regulatory business license or obtain an annual permit in addition to obtaining a general business license and shall follow the requirements of the activity's respective chapter:

| **Annual Regulatory Licenses and Permits** | **Licensing Requirements** |
|---|---|
| Amusement Facility License | SMC 10.23A |
| Commercial Tree License | SMC 10.25 |
| Building Moving and Relocation Permit | SMC 10.26 |
| Sidewalk Café, Streateries, and Parklets ((~~Permit~~)) License | ((~~SMC 10.28~~)) SMC 12.15 |
| Contractors and Workers Licensing: Blaster, Boiler Operator, Fire Equipment Servicer, Gas Hearing Mechanic | SMC 10.29 |
| Fireworks Permit | SMC 10.33A |
| For-hire Vehicle Driver and For-hire Operator License | SMC 10.34A |
| Infectious Waste License | SMC 10.35 |
| Itinerant Vendor License | SMC 10.40 |
| Special Police Officer License | SMC 10.41A |
| Charitable Solicitation License | SMC 10.42 |
| Telephone and Telegraph Construction Permit | SMC 10.43 |
| Emergency Medical Transport Permit | SMC 10.47 |
| ((~~Mobile Food Vendor License~~)) | ((~~SMC 10.51~~)) |

| | |
|---|---|
| Food Delivery License | SMC 10.515 |
| Short Term Rental License | SMC 10.52 |
| ((~~Parklets and Streateries Licenses~~)) | ((~~SMC 10.55~~)) |
| Residential Rental House License | SMC 10.57 |

**Section 2.** That Section 08.02.0234 (Mobile Food Vendor Permit) of the Spokane Municipal Code is hereby repealed.

**Section 3.** That Section 10.40.010 of the Spokane Municipal Code is amended to read as follows:

**Section 10.40.010 Itinerant Vendor Designation & Permit - When Required**

A regular or temporary business issued a registration under chapter 8.01 SMC must obtain a separate "itinerant vendor" permit from the City of Spokane ((~~Taxes and Licensing Officer~~)) Office of Taxes and Licenses under any of the following circumstances:

A. Where the person is engaged in the business of selling or delivering goods or services within the City from a fixed or temporary location as an itinerant vendor, except ((~~those~~)) mobile food vendors ((~~operating under the provisions of chapter 10.51 SMC Mobile Food Vending~~)) shall not be considered itinerant vendors.

    1. Examples are people selling prepackaged food that requires refrigeration or wares from roving vehicles in the streets, except mobile food vendors. (Cross Reference: SMC 8.01.220 ((~~and chapter 10.51 SMC.~~))).

B. Where the person travels from door to door as the ((~~principle~~)) principal means of conducting business, offering, exposing for sale, or selling within the City any goods, merchandise, service, or product.

C. Where the person engages in any business in the City with no permanent location. (Cross Reference: SMC 8.01.070).

D. A person who engages in constitutionally protected expressive activities in the public right-of-way shall not be required to obtain a business registration unless the person engages in business activities. Constitutionally protected expressive activities conducted in the public right-of-way shall include, but is not limited to, street performers. For the purposes of this section, a street performer means an individual, including street musicians, who performs any form of artistic expression. The voluntary contribution of money or other items of value by

members of the public to the individual in association with the expressive activity shall not result in the requirement of obtaining a business registration. A person who engages in constitutionally protected expressive activities in the public right-of-way must still comply with all other regulations regarding conduct in the public right-of-way.

**Section 4.** That Chapter 10.51 (Mobile Food Vendors) of the Spokane Municipal Code is hereby repealed.

**Section 5.** That Section 12.15.010 of the Spokane Municipal Code is amended to read as follows:

**Section 12.15.010 Definitions**

| Term | Definition |
|---|---|
| Alcohol Service Area | "Alcohol service area" means an area in which alcohol may be sold, served, and consumed as authorized by the City of Spokane and the Washington State Liquor and Cannabis Board. |
| Applicant | "Applicant" means any person seeking a license on their own behalf or on behalf of a property owner. The applicant shall serve as the primary contact for the license. |
| Mobile Food Vending Unit | "Mobile Food Vending Unit" means a movable food service establishment such as a pushcart, van, or trailer approved for mobile food vending by the Spokane Regional Health District. The Mobile Food Vending Unit provides space for limited storage, handling, and/or dispensing of foods. The entire operation must be contained within/on the mobile food vending unit, except that expansion of the operation may be allowed in conjunction with an approved temporary event as allowed under the rules of the Spokane Regional Health District. |
| Mobile Food Vendor | "Mobile Food Vendor" means a person or persons owning, operating, or working in a mobile food vending unit and is the permit holder and person in charge of a mobile food vending unit under the provisions of the Washington |

| | |
|---|---|
| | Administrative Code (WAC) 246-215 and the rules of Spokane Regional Health District. A mobile food vendor, as defined herein, is not an itinerant vendor as defined in Chapter 10.40 SMC, Itinerant Vendors.<br><br>Mobile food vendors do not include lemonade stands described in WAC 246-215-01115 and mobile caterers who are engaged in the business of transporting, in vehicles, food and beverages to residential, business, and industrial establishments pursuant to prearranged schedules and dispensing from the vehicles the items to and for the convenience of the personnel or occupants of such establishments. |
| Parklet | "Parklet" means a small public gathering space, occupying up to two parking stalls or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained. |
| Restaurant | "Restaurant" means any establishment having special space and accommodation where food and beverages are regularly served to the public for immediate, on-site consumption. Restaurant includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias. |
| Sidewalk Café | "Sidewalk café" means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, served by a café, restaurant, or tavern located on abutting property. |
| Streatery | "Streatery" means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is |

| | |
|---|---|
| | subject to all the terms and conditions of the nearby restaurant or bar's food service permits and alcohol licenses. |

**Section 6.** That there is adopted a new Section 12.15.070 of the Spokane Municipal Code to read as follows:

**Section 12.15.070 Mobile Food Vending Requirements**

A. The mobile food vendor must have a City general business license and necessary Washington State Labor and Industries, Spokane Regional Health District, and Spokane Fire Department permits and approvals to operate as a mobile food vendor within the city of Spokane.

B. The mobile food vendor shall maintain a minimum five-foot clear pedestrian pathway along the public sidewalk at all times. Placement of the mobile food vending unit shall be consistent with any applicable standards established by the Americans with Disabilities Act.

C. A mobile food vendor shall comply with all applicable parking regulations, except that a mobile food vendor operating is exempt from SMC Section 16A.05.280, and the parking time limits of SMC Section 16A.05.310.

D. A mobile food vendor vending from any public property including public streets, sidewalks, plazas or parks shall maintain in full force public liability insurance in the amount specified by SMC 12.02.0730(B) to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the public property for mobile food vending purposes, naming the City as an additional insured.

E. Mobile food vendors shall not sell or serve liquor, as defined in RCW 66.04.010, in the public right-of-way. Mobile food vendors shall not sell or serve liquor on private property without approval and licensure by the Washington State Liquor and Cannabis Board.

F. A mobile vending unit may not be within fifty feet walking distance of the front entrance of an existing and open restaurant located on the same block face without the documented approval of the restaurant owner or authorized representative of the restaurant.

G. Mobile food vending is prohibited in City parks or on a street adjoining a City park without documented approval of the Director of Parks and Recreation or their designee.

H. A mobile food vending unit vending from private property shall have documented consent from the owner(s) of the private property or their designated property manager, as to the use and location of the mobile food vendor on their property.

I. A mobile food vending unit vending from private property shall be subject to the same land use and development standards applicable to the property as if the unit were a permanent structure, except that a mobile food vendor shall not be required to make any additional site improvements when:

1. The mobile food unit is located on a surface parking area that will provide circulation for any other existing uses on the property;

2. The mobile food unit is a licensed, wheeled vehicle, and the wheels will not be removed;

3. Any canopies, awnings, or any other attachments are supported entirely by the mobile food unit and do not touch the ground, provided temporary seating, sandwich board signs, refuse collection containers, and other temporary appurtenances may be allowed;

4. The mobile food unit is self-contained, with no plumbing connections; and

5. The mobile food unit will not be used for “drive-thru” vending.

J. Mobile food vendors may vend from residential zones, under the following conditions

1. The owner of the property where an event such as a community event, special event approved by the City, a neighborhood block party, wedding, or birthday party will occur has invited the mobile food vendor to participate, and mobile food vending is part of the event activities.

2. The mobile food vending unit may not remain at the location for longer than the duration of the special event and must avoid creating conflicts with pedestrian or vehicle traffic or creating other public safety problems.

K. The City may order a mobile food vendor to depart from a specific location when the mobile food vendor is creating an imminent public health or safety hazard.

**Section 7.** That there is adopted a Section 12.15.080 of the Spokane Municipal Code is amended to read as follows:

**Section 12.15.080 Violations**

A violation of this chapter is a civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

**Section 8.** That Section 17C.120.110 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.120.110 Limited Use Standards**

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.120-1.

1. Group Living.

This regulation applies to all parts of Table 17C.120-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.120-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.120-1 that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. Commercial parking on surface lots is not permitted in the O and OR zones.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.120-1 that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.120-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.120.290.

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.

b. Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.

c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [7]. The limitations are stated in SMC 17C.120.280.

8. Industrial Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off- site impact standards of chapter 17C.220 SMC, the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking are

b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.

c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of Table 17C.120-1 that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of Table 17C.120-1 that have a [13]. All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors~~)) comply with the requirements of SMC 12.15.

**Section 9.** That Section 17C.122.070 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.122.070 Center and Corridor Zone Allowed Uses**

The uses allowed in the Center and Corridor zones are shown in Table 17C.122.070-1.

**TABLE 17C.122.070-1**
**CENTER AND CORRIDOR ZONE ALLOWED USES**

| Use is:<br>**P** – Permitted<br>**N** – Not Permitted<br>**L** – Allowed, but special limitations<br>**CU** – Conditional use review required | **CC Zone Type** | | |
|---|---|---|---|
| | **Core Zones** | | **Transition Zone** |
| | **CC1** | **CC2** | **CC4** |
| Residential | P | P | P |
| Hotels, including Bed and Breakfast Inns | P | P | N |
| Commercial, Financial, Retail, Personal Services | P[1] | P[1] | L[4] |

| | | | |
|---|---|---|---|
| Eating and Drinking Establishments | P[2] | P[2] | N |
| Restaurants without Cocktail Lounges | P | P | L[4] |
| Professional and Medical Offices | P | P | L[4] |
| Entertainment, Museum and Cultural | P | P | N |
| Government, Public Service or Utility Structures, Social Services and Education | P | P | P |
| Religious Institutions | P | P | P |
| Parks and Open Space | P | P | P |
| Surface Lot Commercial Parking | N | N | N |
| Structured Commercial Parking* | P | P | P |
| Public Parking Lot | P | P | N |
| Limited Industrial (if entirely within a building) | P[3] | P[3] | N |
| Heavy Industrial | N | N | N |
| Drive-through Businesses | N | P[5] | P[5] |
| Motor Vehicles Sales, Rental, Repair or Washing | N | P | N |
| Automotive Parts and Tires (with exterior storage or display) | N | P | N |
| Gasoline Sales (serving more than six vehicles) | N | P | N |
| Gasoline Sale (serving six vehicles or less) | P | P | P |
| Self-storage or Warehouse | N | P | N |
| Adult Business (subject to chapter 17C.305 SMC special provisions) | N | N | N |
| Winery and Microbreweries | P | P | N |
| Mobile Food Vending | P[6] | P[6] | P[6] |
| Notes:<br>[1] Retail uses having more than forty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.<br>[2] Eating and drinking establishments larger than five thousand gross floor area are not | | | |

permitted in neighborhood centers designated by the comprehensive plan.
[3] Limited industrial uses having more than twenty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.
[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.
[5] Drive-through businesses are not permitted along designated Pedestrian Streets
[6] All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010~~)) comply with the requirements of SMC 12.15.

**Section 10.** That Section 17C.124.110 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.124.110 Limited Use Standards**

A. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.124.100-1.

1. Group Living.

This regulation applies to all parts of Table 17C.124.100-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.124.100-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.124.100-1 that have a [3]. See SMC 17C.230.310 for the parking structure design guidelines. See SMC 17C.124.340, Parking and Loading, for ground level parking structure use standards.

a. New standalone surface commercial parking lots are not allowed as the primary use within the area shown on Map 17C.124-M1, Surface Parking Limited Area. Within the area shown on Map 17C.124-M1, standalone commercial parking as a primary use must be located entirely within a parking structure.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.124.100-1 that have a [4]. Drive-through facilities are subject to the additional standards of SMC 17C.124.290.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.124.100-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a Type III or IV complete street. Quick vehicle servicing uses must be fully contained within a structure. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.124.290.

6. Retail Sales and Services Uses Motorized Vehicle Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have a [6]. Sale, rental, or leasing of motor vehicles, including passenger vehicles, light and medium trucks is not allowed. Sale, rental, and leasing of motorcycles and other recreational vehicles not able to be licensed for normal on street use is allowed. For sale or leasing of motorcycles and other recreational vehicles see SMC 17C.124.270, Outdoor Activities.

7. Industrial Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off-site impact standards of chapter 17C.220 SMC, the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

a. Limited industrial uses are allowed. Industrial uses more intensive than the limited industrial definition are not allowed.

b. Industrial buildings and industrial sites are subject to the same design standards as commercial buildings and commercial sites.

8. Mini-storage, Storage, Warehousing, Industrial and Parking Structure Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have an [8]. See SMC 17C.124.340.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have an [9]. Mini-storage facilities are subject to the additional standards of chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have a [10]. Outdoor display, storage, or use of industrial equipment or other industrial items such as tools, equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited.

11. Community Services.

This regulation applies to all parts of Table 17C.124.100-1 that have a [11]. Most community service uses are allowed by right.

12. Wireless Communication Facilities.

See chapter 17C.355A SMC.

13. Existing Light Industrial and Self-service Storage Uses.

This regulation applies to all parts of Table 17C.124.100-1 that have an [13]. Light industrial and self-service storage uses in operation on the effective date of this ordinance, are considered to be a conforming use.

14. Mobile Food Vending.

This standard applies to all parts of Table 17C.124.100-1 that have a [14]. All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010~~)) comply with the requirements of SMC 12.15.

**Section 11.** That Section 17C.130.110 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.130.110 Limited Use Standards**

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.130.100-1.

1. Group Living.

This standard applies to all parts of Table 17C.130.100-1 that have a [1].

a. Group living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a group living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a

pedestrian connection to the river. Group living uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape and transportation plan which will limit conflicts between the residential, employment and industrial uses.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are not permitted.

2. Residential Household Living.

This standard applies to all parts of Table 17C.130.100-1 that have a [2].

a. Residential household living uses are allowed on sites within one- quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a residential living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Residential uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape, and transportation plan, which will limit conflicts between the residential, employment and industrial uses.

b. A single-family residence may be erected on a lot having a side property line which adjoins a lot in a residential zone, with or without an intervening alley, or on a lot which has less than one hundred feet of frontage and has residences existing on all lots adjoining its side property lines.

c. Living quarters for one caretaker per site in the LI, HI and PI zones are permitted.

3. Group Living and Residential Household Living.

This standard applies to all parts of Table 17C.130.100-1 that have a [3]. Group living and residential household living uses may be permitted in the PI zone as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of Division G – Administration and Procedures. A minimum of fifty percent of the site within the binding site plan or planned unit development shall be in manufacturing and production, industrial service or office uses. Group living and residential household living uses shall be buffered from industrial lands

by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The buffering improvements shall be developed on the residential portion of the binding site plan or planned unit development at the time the residential uses are constructed. The site development plan shall include a design, landscape, and transportation plan, which will limit conflicts between the residential and industrial uses.

4. Adult Business.

This standard applies to all parts of Table 17C.130.100-1 that have a [4]. Adult businesses are subject to the following standards:

a. Chapter 17C.305 SMC, Adult Business.

b. Adult businesses are subject to the size requirements specified in item [5] below applicable to retail sales and services uses in the light industrial (LI) zone.

c. In addition to the standards in subsections (4)(a) and (b) of this section, adult businesses are permitted only in the light industrial zone adult business overlay zone as designated on the official zoning map.

5. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of Table 17C.130.100-1 that have a [5]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than sixty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than sixty thousand square feet per site are a conditional use.

6. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of Table 17C.130.100-1 that have a [6]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than twenty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than twenty thousand square feet per site are a conditional use.

7. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of Table 17C.130.100-1 that have a [7]. Retail sales and service uses are allowed if the floor area plus the outdoor sales and display and outdoor storage area is not more than three thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than three thousand square feet per site may be permitted as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the

site area of the uses in the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses.

8. Mini-storage Facilities.

This standard applies to all parts of Table 17C.130.100-1 that have a [8]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-Storage Facilities.

9. High Impact Uses.

This standard applies to all parts of Table 17C.130.100-1 that have a [9]. High impact uses shall be located a minimum of six hundred feet from the boundary of a residential or commercial zone.

10. Colleges, Medical Centers, Daycare and School Uses.

This standard applies to all parts of Table 17C.130.100-1 that have an [10]. Colleges, medical centers, daycare and school uses may be permitted as a part of a binding site plan under the provisions of the subdivision code, or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site within the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses. Colleges, medical centers, daycare and school uses are allowed within the planned unit development or binding site plan provided that the site development includes a design, landscape and transportation plan which will limit conflicts between the college, medical center, daycare, school and industrial uses.

11. Wireless Communication Facilities.

See chapter 17C.355A SMC.

12. Mobile Food Vending.

This standard applies to all parts of Table 17C.130.100-1 that have a [12]. All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010~~)) comply with the requirements of SMC 12.15.

**Section 12.** That Section 17C.390.020 of the Spokane Municipal Code is hereby repealed.

**Section 13.** That Section 17C.390.030 of the Spokane Municipal Code is amended to read as follows:

**Section 17C.390.030 Conditions**

A. Mobile food vending from or onto the public right of way.

1. Mobile food vending may be allowed on a public street right of way in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15.

((~~2. The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.~~))

B. Mobile food vending located entirely on private property.

~~1.~~ Mobile food vending may be allowed on property in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15. ((~~subject to the land use and development standards applicable to said property, except that a mobile food vendor shall not be required to make any additional site improvements when:~~

~~a. The mobile food unit will be located on an existing paved parking area that will continue to provide sufficient space for required off street parking and circulation for any other existing uses on the property;~~

~~b. The mobile food unit is a licensed, wheeled vehicle and the wheels will not be removed;~~

~~c. Any canopies, awnings or any other attachments are supported entirely by the mobile food unit and do not touch the ground;~~

~~d. The mobile food unit is self-contained, with no plumbing connections; and,~~

~~e. The mobile food unit will not be used for "drive thru" vending.~~

~~2. The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.~~

~~C. Mobile food vending on City Parks or on streets adjacent to a City Park.~~

~~1. Mobile food vending is prohibited in City Parks and on any street adjacent to or across the street from a City Park without the expressed written consent of the City Park Board or its designee.~~

~~2. The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.~~))

**Section 14**. 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 15**. 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

# Memorandum

Office of the Mayor

DATE: March 16, 2026

FROM: Councilmember Sarah Dixit, Vice Chair of the Urban Experience Committee & Adam McDaniel, Policy Advisor – Office of the Mayor

TO: Urban Experience Committee

RE: Eliminating unnecessary barriers to mobile food vending

**Background:**

*"Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development" – Spokane Municipal Code 17C.390.010.*




The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097. Before the adoption of Ordinance C35097 in 2014, the City had vague regulations addressing mobile food vending. Most mobile food vending

regulations were considered under the Itinerant Vendors regulations in SMC 10.40. The regulations for mobile food vending have not been updated since their original adoption in 2014.

**Regulatory License Requirement**

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. The City currently requires mobile food vendors who operate for more than 14 days in the city to buy an annual $60 mobile food vendor license. This $60 annual license is in addition to the City's annual business license, permits/inspection fees by the Spokane Regional Health District[1], permits/inspections by the Spokane Fire Department, and additional requirements of the Washington State Department of Labor and Industries (L&I[2]). The City receives less than $500 annually in mobile food vendor license revenue.

Mobile food vending is allowed in most zones except residential. Mobile food vending is allowed in residential zones when connected to a special event, such as a block party or wedding, and with the property owner's permission.

**Vending in the public right-of-way**

Under current regulations, a mobile food vendor must be at least 50 feet from a restaurant's entrance, but the code does not define "restaurant".

Additionally, the current code requires mobile food vendors to obtain the permission of a property owner or their designated agent in the downtown business improvement district to vend in the public right-of-way adjacent to the property owner's building. This is a significant deterrent to mobile food vending in downtown Spokane. We are unaware of any other local regulation that requires a person to obtain permission from a private property owner to perform a legal and allowed use in the public right-of-way. What happens if property ownership changes? Does consent remain, or does the vendor need permission from the new property owner?

Mobile vending in or on a street adjacent to a Park must also have the permission of the Director of Parks and Recreation.

**Vending on private property**

The Downtown Plan supports using the edges of surface parking lots for active uses, such as food trucks.[3]

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[1] https://srhd.org/programs-and-services/foodsafety/temporary-food-establishment-permits
[2] https://www.lni.wa.gov/licensing-permits/manufactured-modular-mobile-structures/food-trucks-trailers/
[3] Downtown Plan Priority Action 3.1



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

The current code provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit meets certain criteria, including that the vendor is located on an existing paved parking area. It is unclear if this provision would also apply to unpaved parking lots. Mobile food vending also provides an opportunity to activate vacant lots and parcels that may not necessarily be used for parking purposes.

**Guiding Plans and Policies**

Comprehensive Plan Policy DP 4.2 – Street Life
Comprehensive Plan Policy N 1.1 – Downtown Development
Comprehensive Plan Policy ED 3.10 – Downtown Spokane
Downtown Plan Priority Action 1.3 – Make sidewalks active
Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses
Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown
Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses
Comprehensive Plan Policy ED 3.6 – Small Businesses

II. **Policy Recommendation:**

## Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 08.01.070 (Business Registration Required)
Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)
Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)
Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)
Section 5. Amends SMC Section 12.15.010 (Definitions)
Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)
Section 7. Adopts new SMC Section 12.15.080 (Violations)
Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)
Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)
Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)
Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)
Section 12. Repeals SMC Section 17C.390.020 (Applicability)
Section 13. Amends SMC Section 17C.390.030 (Conditions)
Section 14. Severability
Section 15. Clerical Errors

**Section 1. Amends SMC Section 08.01.070 (Business Registration Required)**

- Amends this code section to remove the business and occupation license requirement for mobile food vending

- Amends this section related to parklets and street cafes as a result of the anticipated adoption of Ordinance C36850 (Encouraging the Activation of Public Spaces)

**Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)**

- Repeals this section because of the elimination of the regulatory licensing requirement.

**Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)**

- Removes reference to SMC Chapter 10.51, which is repealed in this ordinance.

- Makes small clerical updates.

**Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)**

- Repeals the chapter and moves mobile food regulations to SMC Chapter 12.15.

- The intent behind moving these regulations to a new chapter is to align these regulations with other regulations that support and encourage the activation of the public right-of-way, such as licensing for street cafes, parklets, and special event permitting.

**Section 5. Amends SMC Section 12.15.010 (Definitions)**

- Carries over the definition of Mobile Food Vending Unit from the existing definition in SMC 10.51.

- Carries over the definition of Mobile Food Vendor from the existing definition in SMC 10.51 and adds a clarification that lemonade stands, as described in Washington Administrative Code 2446-215-01115[4] is not considered a mobile food vendor for purposes of these regulations.

- Adds a definition for "restaurant". The term "restaurant" was not defined in SMC Chapter 10.51. A restaurant is defined as "any establishment having special space and accommodation where food and beverages are regularly sold to the public for immediate, on-site consumption. Restaurant includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias".

**Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)**

- This new section combines relevant mobile food vending regulations from SMC 10.51 and places them in one section.

- The most significant policy and regulatory changes proposed in this section are:

| Current – SMC 10.51 | Proposed – SMC 12.15.070 | Intent |
|---|---|---|
| SMC 10.51.050(A)(7) requires that a mobile food vendor may not be within fifty feet walking distance of the front entrance of an existing restaurant located on the same block face without the written consent of the owner or authorized representative of the restaurant owner. | This proposal maintains this fifty-foot buffer for existing and **open** restaurants. This proposal also defines a restaurant because the current code did not define it. | This section intends to maintain the buffer for open and operating restaurants and other food establishments. |

[4] https://app.leg.wa.gov/wac/default.aspx?cite=246-215-01115

| | | |
|---|---|---|
| SMC 10.51.050(A)(2) requires that a mobile food vendor operating in the downtown business improvement district have written permission from an adjoining property owner to the public right-of-way "accepts mobile food vending on the right of way adjoining their properties as an allowable activity." | This proposal eliminates this requirement. | Permission from a private property owner should not be necessary for legal mobile food vendors operating in the public's right-of-way. The proposal maintains the requirement that mobile food vending on private property have documented permission from the property owner. |
| SMC 10.51.060(A)(2) provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit is located on an existing paved parking area. | This proposal clarifies that a mobile food vendor is not required to make permanent site improvements to a private property when the mobile food vendor is operating on an unpaved parking surface. | This change intends to allow mobile food vending as a way of activating any parking area. |
| SMC 10.51.090 prohibits the sale of alcohol by mobile food vendors. | This proposal maintains the prohibition on selling alcohol when vending from the public right-of-way. The proposal provides that a mobile food vendor may sell alcohol on private property only when licensed and approved by the Washington State Liquor and Cannabis Board. | This change intends to recognize updated state law changes that allow some mobile food vendors to also obtain a caterer's permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events. |

- This proposal maintains existing parking and insurance requirements and the requirement that a mobile food vendor obtain permission from the Director of Parks and Recreation before vending in or adjacent to a park.

**Section 7. Adopts new SMC Section 12.15.080 (Violations)**

- This section establishes the penalty for violations of the chapter as a civil infraction.

**Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)**

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 12. Repeals SMC Section 17C.390.020 (Applicability)**

- Repeals this section as it references mobile food licensing requirements.

**Section 13. Amends SMC Section 17C.390.030 (Conditions)**

- Removes reference to mobile food vending licensing requirements.

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

**Section 14. Severability**

- Standard severability clause

**Section 15. Clerical Errors**

- Standard clerical errors clause