

**Special Meeting Notice and Agenda of the Spokane City Council's
Finance & Administration Committee**

Meeting of Thursday, May 28, 2026, at 11:00 a.m.

City Council Chambers

A quorum of Spokane City Council will be present for a special meeting of the Spokane City Council's Finance & Administration Committee, starting at 11:00 a.m. on ,Thursday, May 28, 2026, in City Council Chambers, Lower Level, City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

The meeting will be open to the public. Public comment on agenda items will be taken.

See Agenda Attached



Betsy Wilkerson
Council President



Terri L. Pfister
Spokane City Clerk

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 Council Chambers in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) 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.



The City of Spokane City Council Finance & Administration Committee Agenda

11:00 a.m. Thursday, May 28, 2026

The Spokane City Council's Finance & Administration Committee meeting will be held at **11:00 a.m. on 5/28/2026**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live on the City Cable 5 livestream webpage:

<https://my.spokanecity.org/citycable5/live/> and on the Spokane City Council Facebook page: <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2484 430 6675; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration meeting is regularly held every 4th Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public comment will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/Y3PZWznZdcznWr8u8>

Agenda:

I. Call to Order

II. Discussion Items

1. AIRPORT UPDATE - DAVE HARING (15 minutes)
2. ESTABLISHING THE SPOKANE URBAN NATIVE ADVISORY COUNCIL (SUNAC) - ALEX SCOTT (5 minutes)
3. NOTICE OF PARTNERSHIP WITH YWCA ON SPD SCIP GRANT - JAKE JENSEN (5 minutes)
4. EQUITY SUBCOMMITTEE PRESENTATION - ALEX GIBILISCO (20 minutes)
5. COUNCIL RESOLUTION ON BIENNIAL BUDGET PRIORITIES - CHRIS WRIGHT & KATE FAIRBORN (10 minutes)
6. BOARDS & COMMISSION UPDATES - CITY COUNCIL (minutes)

III. Consent Items

1. 0410-ARMORED CAR SERVICE - LOOMIS (FINANCE & ADMINISTRATION)

2. MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE AND SUPPORT (INFORMATION TECHNOLOGY)
3. SETTLEMENT RESOLUTION (CITY ATTORNEY)
4. PORTABLE TOILET/HAND WASH STATION RENTAL SERVICES (PURCHASING & CONTRACTS)
5. MASTER CONTRACT - FIRE EXTINGUISHER & SUPPRESSION SYSTEMS ANNUAL INSPECTIONS, TESTING AND MAINTENANCE SERVICES (PURCHASING & CONTRACTS)

IV. Public Testimony

V. Executive Session

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

VI. Adjournment

VII. Next Meeting

Next Finance & Administration Committee meeting

The next meeting will be held at the regular date and time of 12:00 p.m. June 22, 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 Human Resources at

509.625.6373 or email Debbie DeCorde at DDecorde@SpokaneCity.org. 808 W. Spokane Falls Blvd., Spokane, WA, 99201. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/20/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/15/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ALEX SCOTT 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Sponsoring at Administrators Request

YES

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

ESTABLISHING THE SPOKANE URBAN NATIVE ADVISORY COUNCIL (SUNAC)

Agenda Wording

An ordinance establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code.

Summary (Background)

The Brown Administration and City Council intend to establish the Spokane Urban Native Advisory Council (SUNAC) to advise the Mayor, City Council, and City staff on policies, programs, and initiatives affecting the urban Native population and grounding City decision-making in lived experience, cultural knowledge, and a commitment to equity and sovereignty-informed partnership.

What impacts would the proposal have on historically excluded communities?

Approximately 70% of American Indians and Alaska Natives (AI/AN) now live in urban areas, a demographic shift driven largely by historical federal relocation policies and high rates of poverty and unemployment on the United States' Indian reservations. The 2020 Census identified roughly 25,000 American Indians and Alaska Natives (AI/AN) residents living in the Spokane area when considering those who identify as Native alone or in combination with another race. The purpose and mission of the Spokane Urban Native Advisory Council (SUNAC) will be to strengthen and guide the City of Spokane's relationship with the community's urban Native

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?

There are many opportunities for the Spokane Urban Native Advisory Council (SUNAC) to collect, analyze, and report data on issues affecting the urban Native community. Part of SUNAC's strategic priorities includes identifying gaps in services affecting urban Native residents and providing recommendations and strategies for improving coordination between the City and community providers, and helping to improve the City's understanding of the urban Native population by recommending and helping the City implement better data practices.

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

The Spokane Urban Native Advisory Council (SUNAC) will publish a year-end report summarizing the activities, accomplishments, challenges, and recommendations to improve or enhance City programs, services, and engagement with Spokane's urban Native community.

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

This proposal aligns with the City of Spokane's Comprehensive Plan.

Council Subcommittee Review

| | |
|--|-----------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | MCDANIEL, ADAM |
| Division Director | |
| Accounting Manager | BUSTOS, KIM |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | |
| | |
| | |
| | |

ORDINANCE NO _____

An ordinance formally establishing the Spokane Urban Native Advisory Council (SUNAC) to strengthen and guide the City of Spokane's relationship with the community's urban Native residents; creating a new Chapter 04.42 to Title 04 of the Spokane Municipal Code.

WHEREAS, Native residents are a growing and visible community whose cultural, economic, and civic contributions strengthen the city of Spokane and the entire region; and

WHEREAS, Native residents of Spokane are artists, culture-leaders, educators, entrepreneurs, healthcare providers, and leaders; and

WHEREAS, Native-led healthcare institutions provide culturally responsive care to thousands of patients throughout the region; and

WHEREAS, Tribally owned enterprises are major regional employers and economic drivers; and

WHEREAS, Native-owned businesses contribute to Spokane's local economy across multiple sectors, including arts, construction, hospitality, retail, and professional services; and

WHEREAS, approximately 70% of American Indians and Alaska Natives (AI/AN) now live in urban areas, a demographic shift driven largely by historical federal relocation policies and high rates of poverty and unemployment on the United States' Indian reservations; and

WHEREAS, the 2020 Census identified roughly 25,000 American Indians and Alaska Natives (AI/AN) residents living in the Spokane area when considering those who identify as Native alone or in combination with another race; and

WHEREAS, as descendants of the original stewards of this land and as vital contributors to Spokane's civic, cultural, and economic life, urban Native residents play a central role in shaping a healthy and equitable city; and

WHEREAS, to ensure this significant and vibrant community is meaningfully represented, the Brown Administration and City Council intend to establish the Spokane Urban Native Advisory Council (SUNAC) to advise the Mayor, City Council, and City staff on policies, programs, and initiatives affecting the urban Native population and grounding City decision-making in lived experience, cultural knowledge, and a commitment to equity and sovereignty-informed partnership.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 04.42 to Title 04 of the Spokane

Municipal Code to read as follows:

| | |
|---------------|---------------------------------------|
| Chapter 04.42 | Spokane Urban Native Advisory Council |
| 04.42.010 | Purpose and Mission |
| 04.42.020 | Membership |
| 04.42.030 | Appointment and Term |
| 04.42.040 | Structure and Ancillary Powers |
| 04.42.050 | Duties and Responsibilities |
| 04.42.060 | Strategic Priorities |

04.42.010 Purpose and Mission

The purpose and mission of the Spokane Urban Native Advisory Council (SUNAC) is to strengthen and guide the City of Spokane's relationship with the community's urban Native residents. The SUNAC will support and guide the City in honoring its trust and treaty responsibilities, strengthening government-to-community relationships, and ensuring Native voices and lived experiences inform public policy, projects, and City initiatives. The SUNAC will work to advance the well-being, visibility, and participation of urban Native people throughout Spokane through collaboration, cultural knowledge, and lived experiences.

04.42.020 Membership

- A. The Spokane Urban Native Advisory Council (SUNAC) shall consist of up to twelve (12) voting members.
- B. All SUNAC members shall be tribal citizens, tribal descendants, or recognized members of the Indian community representing the urban Native community.
- C. The membership of the SUNAC shall reflect a broad range of experience, expertise, and diversity of viewpoints with a commitment to providing objective and sound advice to the Mayor and City Council, representative of the urban Native community.
- D. SUNAC members should possess expertise or experience in economic development, small business, education, youth programs, healthcare, or human services, and represent Native-led organizations defined as.
 1. An organization where a majority of the Board of Directors and executive leadership identify as American Indian or Alaska Native;
 2. An organization where at least fifty percent (50%) of clients, participants, or the organization's constituency identify as Indigenous; or
 3. An organization demonstrating ongoing engagement with and

accountability to the Spokane Indigenous community.

- E. The Mayor or their designee shall serve as a non-voting liaison to the SUNAC.
- F. The City Council may appoint a city council member to serve as a non-voting liaison to the SUNAC.
- G. SUNAC members shall meet the City's conflict of interest requirements.

04.42.030 Appointment and Term

A. Term

1. Spokane Urban Native Advisory Council (SUNAC) members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be three years.
3. Initial and subsequent SUNAC members may be appointed to such shorter and/or longer terms as are necessary to achieve a term cycle that ensures half of the Council's term expires in odd-numbered years.
4. No SUNAC member shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term

- C. To achieve broad representation, city residency shall not be required to serve on the Spokane Urban Native Advisory Council; provided, however, all SUNAC members shall be residents of Spokane County.

04.42.040 Structure and Ancillary Powers

- A. The Spokane Urban Native Advisory Council (SUNAC) may utilize a committee structure to execute its functions and adopt internal rules of procedure to accomplish its duties.
- B. The SUNAC shall select a Chair and Vice-Chair for the Council from voting members appointed through the process outlined in SMC 04.42.030 for a term of two years. The Chair shall preside over meetings, and the Vice Chair shall preside over meetings in the absence of the Chair. The SUNAC may appoint other officers as it deems necessary.

- C. The SUNAC may host joint meetings with the City Council, Climate Resilience and Sustainability Board, Park Board Plan Commission, Transportation Commission, and other relevant boards and commissions.

04.42.050 Duties and Responsibilities

- A. The Spokane Urban Native Advisory Council (SUNAC) shall develop an annual strategic priorities work plan in consultation with the Mayor and designated staff, which the City Council may adopt.
- B. The Spokane Urban Native Advisory Council (SUNAC) shall have the following duties and responsibilities as executed through the annual strategic priorities work plan:
 - 1. **Advocacy & Leadership:** The SUNAC will provide a distinct but collective voice to advise the Mayor, City Council, and City staff on policy, projects, and financial decisions that impact Native residents and communities;
 - 2. **Cultural Preservation and Visibility:** The SUNAC will promote opportunities for Native cultural practices, languages, art, and traditions to be recognized, respected, and incorporated within Spokane's public institutions, public spaces, and community events.
 - 3. **Engagement and Partnership Standards:** The SUNAC will develop and recommend best practices to the City to guide the City in effectively engaging its urban Native residents, Native-led organizations, and Tribal partners through transparent, respectful, and culturally informed processes through the practice of Urban Indian Confer policies.
 - 4. **Access to Resources and Civic Participation:** The SUNAC will advise the City on improving and enhancing Native residents' access to City services, economic opportunities, housing, healthcare, and civic participation.
 - 5. **Policy Development:** The SUNAC will establish a framework for the City to confer with urban Indian organizations, groups, and businesses, ensuring the City fulfills its fiduciary, trust, and social obligations.
 - 6. **Community Programming and Public Education:** The SUNAC will lead, support, and help coordinate community initiatives, cultural events, and educational opportunities that foster understanding, visibility, and connection between Native communities and the broader Spokane public. The City may provide funding to support SUNAC community engagement activities.

- C. The Spokane Urban Native Advisory Council (SUNAC) shall publish a year-end report summarizing the activities, accomplishments, challenges, and recommendations to improve or enhance City programs, services, and engagement with Spokane's urban Native community based on the annual strategic priorities work plan.

04.42.060 Strategic Priorities

The Spokane Urban Native Advisory Council (SUNAC) shall provide advice and recommendations to the Mayor, City Council, and City staff on the actions necessary to strengthen the City of Spokane's relationship with the community's urban Native residents. Specifically, the SUNAC will:

- A. Facilitate collaboration among the City of Spokane, urban Native organizations, and regional Tribal Nations to strengthen community partnerships and improve access and outcomes in health, housing, safety, and community well-being;
- B. Facilitate and encourage opportunities for Native youth leadership, mentorship, and civic engagement;
- C. Improve Native representation in City decision-making by assisting the City in recruiting and increasing Native participation on City boards, commissions, community listening sessions, and other community engagement opportunities;
- D. Initiate projects and support initiatives that recognize Native history, culture, and contemporary presence in Spokane's public spaces, programming, and institutions through public art, land acknowledgments, interpretative signage, and other cultural programming;
- E. Identify gaps in services affecting urban Native residents and provide recommendations and strategies for improving coordination between the City and community providers;
- F. Improve the City's understanding of the urban Native population by recommending and helping the City implement better data practices;
- G. Increase economic opportunity by supporting pathways for Native entrepreneurs, artists, and businesses to participate in economic development initiatives, procurement opportunities, and cultural tourism.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is

authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Information Only**Date Rec'd**

5/20/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

GRANTS MANAGEMENT

Bid #**Contact Name/Phone**

JAKE JENSEN 509-835 4512

Requisition #**Contact E-Mail**

JDJENSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

NOTICE OF PARTNERSHIP WITH YWCA ON SPD SCIP GRANT

Agenda Wording

Informational update regarding partnership with YWCA in SPD SCIP Grant. This grant under the State Crisis Intervention Program within the Washington Department of Commerce would expand Spokane's multidisciplinary firearm compliance model. This partnership would allow YWCA to be the primary operational sub grantee supporting investigative coordination, victim-centered response, OTSW/DVPO/ERPO compliance tracking, and interagency collaboration.

Summary (Background)

This partnership grant will support a specialized firearms compliance team focused on high-risk domestic violence offenders, proactive firearm recovery, enhanced investigative information, coordinated court response, survivor safety, and inter-jurisdictional collaboration.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

| | |
|---|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | NO |
| Total Cost | \$ 295,500 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This program will propose a \$295,500 budget. This includes supplies, training, subawards, and equipment. | |
| Amount | |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Budget Account | |
| | # |
| | # |
| | # |
| | # |
| | # |
| | # |
| Funding Source | One-Time |
| Funding Source Type | Grant |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | Additional Approvals |
| Division Director | |
| Accounting Manager | |
| Legal | |
| For the Mayor | |
| Distribution List | |
| wwicker@spokanecity.org | sbrown@spokanecity.org |
| jdjensen@spokanepolice.org | khall@spokanepolice.org |
| jstratton@spokanecity.org | |
| | |
| | |

Proposals must be written in English and submitted electronically to the NOFO Coordinator in the order noted below:

1. Certifications and Assurances (Exhibit A to this NOFO)
2. Letter of Submittal
3. Technical Proposal
4. Management Proposal
5. Cost Proposal
6. Diverse Business Inclusion Plan (Exhibit B to this NOFO)
7. Workers' Rights Certification (Exhibit C to this NOFO)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should also assist the Proposer in preparing a thorough response.

Items marked “mandatory” must be included as part of the Proposal to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 CERTIFICATIONS AND ASSURANCES (MANDATORY)

The Certifications and Assurances form (Exhibit A to this NOFO) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Proposers wishing to submit any proposed contract edits must indicate so on this form (see Section 2.14).

See attached

Commented [1]: SPD to sign and attach

3.2 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Along with introductory remarks, the Letter of Submittal must include the following information about the Proposer:

A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.

B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)

C. Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

D. Federal Employer Tax Identification number **and** the Washington Uniform Business Identification (UBI) number issued by the state of Washington. If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Grantee.

E. Location from which the Proposer would operate.

F. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information COMMERCE determines that a conflict of interest exists, the Proposer may be disqualified from further consideration.

[See attached]

Commented [2]: SPD to edit/review sample/draft; sign and attach

3.3 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

A. Project Approach/Methodology

Include a complete description of the Proposer's proposed approach and methodology for the project. This section should convey Proposer's full understanding of the proposed project.

The Spokane Police Department (SPD), in formal partnership with YWCA Spokane and regional justice system partners, seeks funding to continue and expand Spokane County's nationally recognized domestic violence firearm relinquishment and compliance initiative. **This proposed project aligns with NOFO NO. F26-34443-001 purpose and objectives, specifically to**

improve implementation of state laws (RCW 7.105, RCW 9.41, and RCW 10.99) resulting in relinquishment of firearms ordered by courts by strengthening coordinated enforcement of Orders to Surrender and Prohibit Weapons (OTSPWs), Extreme Risk Protection Orders (ERPOs), Domestic Violence Protection Orders (DVPOs) and related firearm relinquishment laws through a multidisciplinary model integrating law enforcement, victim advocacy, legal services, investigative information, and court compliance monitoring.

Funding will support a specialized firearms compliance team focused on high-risk domestic violence offenders, proactive firearm recovery, enhanced investigative information, coordinated court response, survivor safety, and inter-jurisdictional collaboration. The proposed project builds on an already-operational and highly successful infrastructure that has demonstrated measurable public safety outcomes, including **zero** domestic violence firearm homicides in Spokane County during 2025, removal of **808** firearms from prohibited or high-risk individuals, and attendance at **2,108** firearms compliance hearings.

Domestic violence remains one of the strongest predictors of lethal violence in communities across Washington State. The presence of firearms in domestic violence situations dramatically increases the likelihood of homicide for survivors, children, responding officers, and bystanders. Washington State has enacted robust firearm relinquishment laws under RCW 7.105, RCW 9.41, and RCW 10.99; however, meaningful implementation requires substantial coordination, investigative capacity, court follow-through, and dedicated personnel resources.

For several years, Spokane County stakeholders have worked collaboratively to close dangerous implementation gaps between issuance of firearm surrender orders and actual relinquishment of firearms. Prior to the development of Spokane's coordinated compliance framework, firearm surrender orders were frequently treated as aspirational rather than enforceable. Agencies lacked dedicated staffing, coordinated workflows, investigative support, and structured compliance calendars necessary to ensure timely and meaningful enforcement.

In response, Spokane Police Department, YWCA Spokane, Spokane County law enforcement agencies, prosecutors, advocates, and courts developed an increasingly coordinated domestic violence firearm compliance model focused on swift service of orders, investigative follow-up, compliance review hearings, survivor-centered safety planning, and safe firearm recovery.

This project seeks to formalize and expand the work of the existing firearms team under Spokane Police Department as the lead applicant and primary grant administrator. YWCA Spokane will function as the primary operational sub grantee supporting investigative

coordination, victim-centered response, OTSW/DVPO/ERPO compliance tracking, and interagency collaboration.

The proposed initiative directly aligns with the objectives identified in the NOFO by:

- Supporting multidisciplinary and inter-jurisdictional firearm relinquishment enforcement;
- Expanding specialized personnel dedicated to firearm surrender compliance;
- Strengthening compliance hearing infrastructure and court coordination;
- Enhancing investigative information capabilities related to firearm possession and recovery;
- Increasing survivor safety through proactive enforcement;
- Improving lawful firearm storage and return protocols; and
- Creating sustainable systems for ongoing enforcement and accountability.

Spokane's model relies on a coordinated multidisciplinary structure that integrates law enforcement, courts, prosecutors, advocates, and legal services into a unified firearm relinquishment enforcement framework.

The operational model includes:

- 30 hours per week of order and warrant service and firearms safe-keeping;
- 15 hours per week of SPD investigative development;
- 5 hours per week of SPD Evidence Technician surrendered firearms processing;
- Two Domestic Violence Firearms Investigative Analysts embedded within YWCA Spokane's Family Justice Center framework to coordinate investigations and ensure compliance with court orders;
- Integrated YWCA victim advocacy and legal support;
- Coordinated compliance hearing participation;
- Ongoing data collection and case tracking; and
- Regional coordination across jurisdictions.

This structure allows investigators and officers to identify firearm possession patterns, prepare more effectively for service attempts, improve officer safety, and increase recovery success rates.

The addition of Detective information gathering addresses one of the most critical operational gaps identified during prior SCIP project implementation periods. Investigative preparation—including DOL checks, pawn records, firearm transfer reviews, prior law enforcement contact analysis, and records research—requires substantial time and expertise but is essential for effective enforcement. Without this work, service teams may lack accurate information regarding firearm ownership, possession, transfer activity, or respondent risk. The addition of Detective oversight with this model will also allow for identifying and assigning workable criminal cases related to unlawful possession of firearms by DV offenders.

The proposed project therefore enhances not only service capacity, but the quality and effectiveness of enforcement operations themselves.

Specific roles and functions are described below:

SPD Officers for Service Operations

Funding will support 30 hours of overtime per week for Spokane Police Department Officers assigned to domestic violence firearm relinquishment enforcement operations. These officers will conduct service of OTSW/ERPO/DVPOs and related firearm recovery operations. Funding ensures dedicated staffing for high-risk enforcement activity that would otherwise compete with standard patrol obligations.

SPD Detective for Investigative information

A significant operational need identified during prior project implementation periods is the necessity of dedicated investigative information work supporting firearm recovery operations. Funding will support 15 hours of overtime per week for Spokane Police Department Detectives.

Detectives will conduct:

- Department of Licensing (DOL) checks;
- Pawn database reviews;
- Firearm transfer and ownership analysis;

- Law enforcement records reviews;
- Investigative information gathering;
- Pre-service operational planning;
- Compliance hearing preparation;
- Follow-up investigative activity.

These activities will substantially improve both officer safety and enforcement effectiveness by ensuring service teams and courts have accurate information regarding firearm possession and compliance status.

SPD Evidence Technician Firearms Processing

With the increase in surrendered firearms due to implementation of this effective model, the Spokane Police Property Facility has encumbered an increased workflow in regard to processing firearms. Funding will support 5 hours of overtime per week for Spokane Police Department Evidence Technicians to process surrendered firearms.

These duties will include:

- Receiving and preserving firearms upon initial arrival at the facility;
- Conducting background checks prior to the release of firearms;
- Conducting mental health checks prior to the release of firearms;
- Notifying survivors of the impending release of firearms and working with survivor advocates if petitions are received.

In addition to Evidence Technician overtime funding, The Spokane Police Property Facility would use funding to improve storage conditions of surrendered firearms. Funding would be used to purchase and install shelving units to store the firearms which are surrendered to Spokane Police Officers.

DV Firearms Investigative Analysts

YWCA Spokane investigative analyst positions serve as a central coordination and information role supporting the multidisciplinary firearms compliance initiative. The analyst assists with case tracking (Superior, District, Municipal Courts), information coordination, hearing preparation, data reporting, interagency communication, and operational continuity.

Survivor Advocacy and Legal Support

The project maintains a survivor-centered approach through YWCA Spokane's integrated legal and advocacy services. Advocacy support improves survivor engagement, safety planning, and coordination during high-risk firearm relinquishment cases.

Sustainability

The Spokane Police Department and YWCA Spokane are committed to sustaining this collaborative firearm relinquishment initiative beyond the grant period. Existing institutional partnerships, established workflows, judicial coordination, and demonstrated public safety outcomes position the project for long-term continuation.

B. Work Plan:

Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this NOFO. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COMMERCE staff. The Proposer may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. Identify any work to be completed by subcontractors or sub grantees but do not select subcontractors or sub grantees until all relevant requirements have been reviewed, including the Code of Federal Requirements, if applicable.

Goal 1: Expand Spokane County's Specialized Domestic Violence Firearms Compliance Unit

Actions

1. Maintain and expand specialized law enforcement staffing dedicated to domestic violence firearm relinquishment enforcement.
2. Continue coordinated deployment of Spokane Police Department officers specifically assigned to service of protection orders and firearm recovery.
3. Expand investigative information support through dedicated firearms investigative analysis.

4. Expand the role of Evidence Technicians in properly receiving and releasing firearms to ensure proper communication is taking place amongst the unit's members with a survivor-centered approach.
5. Formalize operational protocols between SPD, YWCA Spokane, prosecutors, courts, and regional law enforcement agencies.

Expected Outcomes

- Increased timely service of OTSWs, ERPOs, DVPOs;
- Increased recovery of firearms from prohibited possessors;
- Maintain officer safety during service operations;
- Greater consistency in compliance enforcement across jurisdictions.

Goal 2: Enhance Investigative information Capacity for Firearms Compliance Enforcement

Actions

1. Fund Detective overtime specifically dedicated to investigative information activities supporting firearm recovery and compliance enforcement.
2. Conduct Department of Licensing (DOL), pawn database, firearms transfer, law enforcement records, and related investigative checks to identify firearm possession and transfer activity.
3. Support investigative preparation prior to service attempts and compliance hearings.
4. Improve coordination between investigative personnel and compliance hearing calendars.

Expected Outcomes

- Increased identification of unlawfully retained firearms;
- Improved preparation for service operations;

- Increased compliance with surrender orders;
- More effective and efficient use of patrol and specialty personnel.

Goal 3: Improve Survivor Safety through Swift and Certain Enforcement

Actions

1. Support survivors navigating the firearm relinquishment process.
2. Integrate victim advocacy and legal advocacy into firearm surrender enforcement.
3. Coordinate safety planning when firearms are believed to remain unlawfully possessed.
4. Improve communication between advocates, investigators, prosecutors, and courts.

Expected Outcomes

- Reduced lethality risk;
- Increased survivor safety;

Goal 4: Strengthen Court-Based Firearms Compliance Infrastructure

Actions

1. Continue attendance and support for dedicated firearm compliance hearings.
2. Coordinate compliance review calendars and hearing preparation.
3. Provide investigative information to courts regarding firearm possession, transfer history, and compliance status.
4. Support improved judicial oversight of surrender orders.

Expected Outcomes

- Increased compliance monitoring;
- More accurate information available to courts;

- Increased accountability for noncompliant respondents;
- Improved consistency in judicial enforcement.

Goal 5: Expand Inter-jurisdictional Collaboration and Sustainability

Actions

1. Continue collaboration with Spokane County agencies and neighboring jurisdictions.
2. Develop sustainable workflows and training resources.
3. Provide cross-disciplinary training to law enforcement, advocates, prosecutors, and court personnel.
4. Share Spokane’s model and lessons learned with regional partners.

Expected Outcomes

- Improved regional coordination;
- Increased consistency in firearm relinquishment enforcement;
- Enhanced statewide replication potential.

C. Project Schedule

Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.

| Goal/Action | Tasks | Deliverables | Timeline |
|-------------|-------|--------------|----------|
|-------------|-------|--------------|----------|

| | | | |
|---|---|---|---------------------------------|
| Expand Specialized Firearms Compliance Unit | Maintain dedicated SPD officer staffing and YWCA investigative support personnel | Staffing assignments, operational schedules, partnership coordination documentation | Ongoing throughout grant period |
| Enhance Investigative Information Capacity | Conduct DOL checks, pawn database searches, law enforcement information gathering, investigative follow-up, and hearing preparation | information reports, investigative documentation, compliance support materials | Ongoing throughout grant period |
| Improve Survivor Safety | Coordinate survivor-centered advocacy and legal support related to firearm relinquishment | Safety planning documentation, survivor referrals, advocacy coordination records | Ongoing throughout grant period |
| Strengthen Court Compliance Infrastructure | Attend and support firearm compliance hearings and coordinate information-sharing with courts | Hearing attendance logs, compliance reports, court coordination records | Ongoing throughout grant period |

| | | | |
|--|---|---|------------------------|
| Expand Training and Regional Collaboration | Conduct multidisciplinary trainings and inter-jurisdictional coordination meetings | Training agendas, attendance records, meeting minutes, resource materials | Quarterly |
| Evaluate Program Outcomes | Collect and analyze program data related to firearms recovery, compliance, and public safety outcomes | Quarterly and annual reports submitted to Commerce | Quarterly and annually |

The Spokane regional model has already demonstrated measurable outcomes. During calendar year 2025 alone, the collaborative initiative:

- Strengthened coordination between city police, county law enforcement, prosecutors, advocates, courts, and victim service providers; and
- Increased consistency and accountability surrounding firearm surrender enforcement.
- 1,610 firearms removed during the 2024-2025 span;
- 3,706 firearm compliance hearings attended during the 2024-2025 span;
- Zero domestic violence firearm homicides in Spokane County in 2025.

Funding through this new SCIP opportunity will allow the Spokane Police Department and YWCA Spokane to sustain and expand these outcomes while developing greater investigative capacity necessary for increasingly complex firearms compliance cases.

Project performance will be measured through:

- Number of OTSPWs/ERPOs/DVPOs served;
- Number of firearms recovered;
- Number of firearms released, destroyed or kept as evidence;
- Number of compliance hearings attended;
- Number of investigative information reviews completed;
- Number of follow-up investigations conducted;
- Number of survivors receiving advocacy support related to firearm relinquishment;
- Number of interagency coordination meetings conducted;
- Number of multidisciplinary trainings completed.

E. Risks:

The Proposer must identify potential risks that are considered significant to the success of the project in sufficient detail to convey to members of the evaluation team the Proposer's ability correctly assess and manage risk. Include how the Proposer will effectively monitor and manage these risks, including timely reporting of risks to COMMERCE.

Risk: Increasing Case Complexity

Domestic violence firearm surrender cases frequently involve complex investigative issues, interstate firearm movement, concealed possession, third-party transfers, and escalating respondent behavior.

Mitigation Strategy

The project includes dedicated investigative information capacity and multidisciplinary coordination to improve risk assessment, operational planning, and compliance enforcement.

Risk: Officer Safety during Service Operations

Service of firearm relinquishment orders inherently involves elevated risk to law enforcement personnel.

Mitigation Strategy

Dedicated planning, information gathering, and coordinated staffing improve situational awareness and operational safety.

Risk: Survivor Retaliation and Escalation

The period immediately following firearm relinquishment efforts may increase risk for survivors.

Mitigation Strategy

YWCA Spokane integrates survivor-centered advocacy, legal support, and safety planning throughout the enforcement process.

Risk: Inter-jurisdictional Coordination Challenges

Firearms frequently move across city and county lines, creating enforcement complexity.

Mitigation Strategy

The project maintains formal and informal coordination structures with regional agencies and justice system partners.

F. Deliverables

Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the purpose of this NOFO described in Section 1.1 and met the requirements set forth in Section 1.2.

The Spokane Police Department and YWCA Spokane will provide the following deliverables during the grant period:

- Quarterly performance and expenditure reports;
- Data regarding firearm recovery and compliance enforcement;
- Documentation of compliance hearing participation;
- Investigative information activity summaries;
- Training records and educational materials;
- Interagency coordination documentation;
- Final annual report summarizing outcomes, challenges, and recommendations.

3.4 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure and Internal Controls:** Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Proposers are reminded to select subcontractors only after reviewing all relevant requirements. Provide an organizational chart indicating lines of authority for personnel involved in performance of this potential contract and relationships of these staff to other programs or functions of the organization(s). This chart must also show lines of authority to the next senior level of management. Include who will have prime responsibility and final authority for the work.

Commented [3]: SPD needs to add language on management and fiscal controls; attach org charts; management structure

The Spokane Police Department will serve as the lead grantee and fiscal administrator for the project. YWCA Spokane will serve as the primary sub grantee and operational coordination partner. The project utilizes an established multidisciplinary framework already operating within Spokane County's Family Justice Center (FJC) structure.

The project team will include:

- Spokane Police Department command oversight;
- SPD Officers recruited and assigned to firearm surrender service operations;
- SPD Detectives overseeing and conducting investigative information work;
- SPD Evidence Technicians processing firearms at property facility;
- YWCA Spokane Director of Legal Services;
- Domestic Violence Firearms Investigative Analyst;
- Victim advocacy personnel;
- Court and prosecutor coordination partners.

The following command structure will ensure this project is accomplishing stated goals with proper oversight and necessary course corrections:

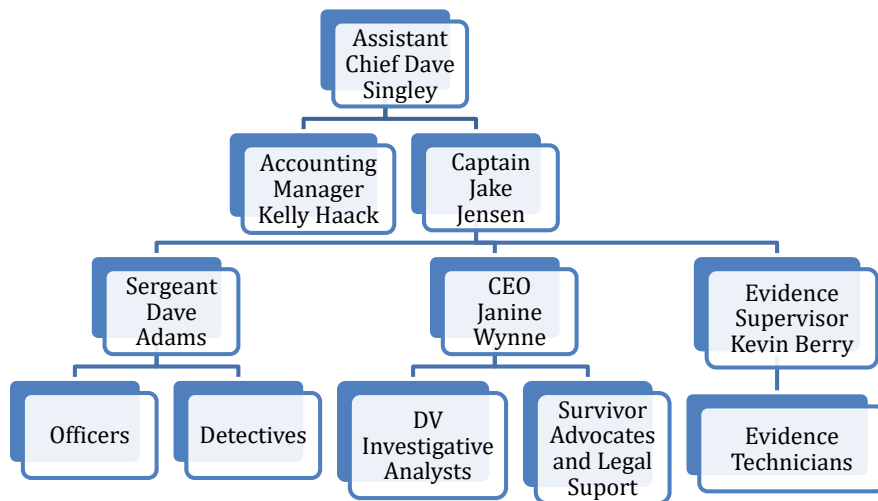
Program Manager - Captain Jake Jensen (SPD)

Accounting Manager – Kelly Haack (City of Spokane Accounting Manager)

SPD Operations Manager for Officers and Detectives – Sgt. Dave Adams (SPD)

SPD Operations Manager for Evidence Technicians – Supervisor Kevin Berry (SPD)

YWCA Operations Manager for DV firearms Investigative Analysts and survivor advocacy and legal support – CEO Janine Wynne (YWCA)



Captain Jake Jensen will be the program manager for this project and will possess prime responsibility and final authority for the work completed under this proposal. Captain Jensen will report to his superior, Assistant Chief Dave Singley, to ensure Executive Level Management within the Spokane Police Department and City of Spokane are aware of the progress of the project. Captain Jensen will work directly with Accounting Manager Kelly Haack to ensure funding metrics are being met with this proposal. Accounting Manager Haack will conduct monthly audits on monetary metrics to ensure funding is being applied per this proposal.

Captain Jensen will work with and oversee work completed by staff supervised by Sergeant Dave Adams, Evidence Supervisor Kevin Berry and CEO Janine Wynne. Captain Jensen will conduct regular meetings with Sgt. Adams, Supervisor Berry and CEO Wynne to ensure

project goals are being met and deliverables are being reported within quarterly reports. Sergeant Dave Adams will be responsible for training and scheduling Officers to work overtime in the service of OTSW/ERPO/DVPOs and related firearm recovery operations. Evidence Supervisor Kevin Berry will be responsible for training and scheduling Evidence Technicians in the processing of surrendered firearms at the Spokane Police Property Facility. CEO Wynne will be responsible for overseeing YWCA functions which include the work of the DV Investigative Analysts and Survivor Advocates/Legal Support.

2. Staff Qualifications and Experience: *Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Staff identified in the Proposal must actually perform the assigned work. Any staff substitution must have prior approval from COMMERCE.*

Commented [JW4]: SPD to add/amend.

The Spokane Police Department and YWCA Spokane collectively possess extensive experience in domestic violence response, firearm surrender enforcement, victim advocacy, multidisciplinary coordination, grant administration, and justice system collaboration.

Spokane Police Department is the proposed project lead. SPD has extensive operational expertise related to domestic violence investigations, order service, officer safety planning, and firearm recovery operations and has been partnering with YWCA Spokane on community safety projects since 2011. Spokane regional law enforcement agencies share a database, which encourages the sharing of information for effective firearms work. Additionally, the Spokane Police Department, Spokane City and County Prosecutors have co-located with the Family Justice Center (FJC) run by the YWCA which encourages the collection and use of shared data.

YWCA Spokane is the proposed sub grantee on this project, and is a victim services nonprofit with demonstrated expertise in intimate partner domestic violence and dating violence mitigation, intervention, crisis response and prevention. Additionally, they have become a recognized regional leader in firearm relinquishment enforcement systems and multidisciplinary domestic violence intervention. The collaborative initiative which is funded by a current SCIP grant has successfully coordinated thousands of firearm compliance hearings and hundreds of

firearm recoveries while building strong partnerships between courts, law enforcement, prosecutors, and victim service providers.

YWCA has more than 120 years' experience serving Spokane County and opened a confidential safe shelter in 1979. They began offering legal advocacy services in 1985 and civil legal assistance in 2002. Today they serve more than 14,000 people per year in legal aid, shelter and housing assistance programs, in addition to people reached through partnership with the Family Justice Center (FJC). Both agencies played an instrumental role in the launch of Spokane's Firearms Technical Assistance Project (FTAP) which facilitated much of the work described in this application.

Staff assigned to the project include:

Commented [5]: SPD to list key staff

| | | |
|-------------------------|-------------------|---------------------------|
| Captain | Jake Jensen | Spokane Police Department |
| Sergeant | Dave Adams | Spokane Police Department |
| Property Supervisor | Kevin Berry | Spokane Police Department |
| Accounting Manager | Kelly Haack | City of Spokane |
| Chief Executive Officer | Janine Wynne | YWCA Spokane |
| | Sally Winn | YWCA Spokane |
| | Chrisie Grassmyer | YWCA Spokane |
| | Liz Backstrom | YWCA Spokane |
| | | |
| | | |

Captain Jake Jensen: Twenty-five years of law enforcement experience with the Spokane Police Department. Currently oversees the Investigations Bureau of SPD which includes over 65 Detectives. Earned a Bachelor of Arts degree in Criminal Justice from Washington State University in 2000 and earned a Master of Arts degree in Criminal Justice from Washington State University in 2004 while also being employed as a Police Officer with the Spokane Police Department. Possesses extensive experience in project management gained throughout his career and currently oversees and participates in numerous grant projects. Captain Jensen's proven leadership approach will effectively lead and manage this project, ensuring all team members work together to meet the expectations set forth in this proposal.

B. Experience of the Proposer (SCORED)

1. Indicate relevant experience that shows the qualifications of the Proposer for the performance of the potential contract.

Commented [JW6]: SPD to add amend

The proposed project builds directly upon previously funded and successfully implemented firearm relinquishment enforcement work. The project partners have worked together on public safety initiatives in Spokane County since 2011 and established Spokane's Family Justice Center in 2015 through an inter-local agreement with county law enforcement, city and county prosecutors and victim service advocates. This collaboration has already established operational infrastructure, cross-system coordination, investigative workflows, and compliance hearing systems specific to OTSW/ERPO/DVPOs needs and our staff have worked on firearm compliance since 2019.

The project team has demonstrated the ability to:

- Successfully administer grant-funded initiatives;
- Coordinate multidisciplinary justice system responses;
- Develop sustainable operational workflows;
- Produce measurable public safety outcomes;
- Collect and report detailed performance data;
- Integrate survivor-centered practices into enforcement operations.

3. Include a list of contracts the Proposer has had during the last five years that relate to the Proposer's ability to perform the services needed under this NOFO. List contract reference numbers, period of performance, contact persons, telephone numbers, and e-mail addresses. COMMERCE may award extra points to entities that are new to state contracting or pass-through funding in its sole discretion.

Commented [7]: SPD to add/verify contract numbers. I believe this would include Firearms Technical Assistance Project (15JOVW-21-GK-04705-HOMI) as well as subaward (F24-34443-007-01) under Community Services Division – Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program. Not sure about others.

The Spokane Police Department and YWCA have partnered with the following grants within the past five years:

1. **Department of Justice – Firearms Technical Assistance Program (15JOVW-21-GK-04705-HOMI):** SPD and YWCA partnered with other community groups in

2022 to begin the early stages of a domestic violence firearm relinquishment and compliance initiative. This FTAP grant is expiring June 30th 2026 and new funding will be needed to continue expanding the crucial services this model has delivered over the past 5 years. Currently, SPD is the grantee for this funding. Captain Jake Jensen is the Project Manager for this grant and the YWCA is the subgrantee.

- **Period of Performance:** July 1, 2022-June 30, 2026.
- **Contact Person:** Jason Petry
Grant Management Specialist
Office on Violence Against Women
U.S. Department of Justice
202-856-2218
Jason.Petry@usdoj.gov

2. Washington Community Services Division, Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program (F24-34443-007-01):

Continuing and expanding upon the work started under the above FTAP grant, YWCA was awarded this grant and partnered with SPD as the subgrantee. Elizabeth Backstrom of the YWCA is the program manager for this grant with Jake Jensen being the subgrantee program contact for SPD. The funding from this grant also expires this year, highlighting the crucial need for additional funding to keep this initiative operating.

- **Period of Performance:** October 1, 2024-September 30, 2026.
- **Contact Person:** Jasmine Shurelds
SCIP Program Manager
564-233-1630
Jasmine.shurelds@commerce.wa.gov

C. Related Information (MANDATORY)

1. If the Proposer or any known subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, contract number, project description and/or other information available to identify the contract.

Commented [8]: SPD to respond

Washington Community Services Division, Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program (F24-34443-007-01): YWCA was awarded this grant and partnered with SPD as the subgrantee. Elizabeth Backstrom of the YWCA is the program manager for this grant with Jake Jensen being the current subgrantee program contact for SPD.

Period of Performance: October 1, 2024-September 30, 2026.

Contact Person: Jasmine Shurelds, SCIP Program Manager, 564-233-1630, jasmine.shurelds@commerce.wa.gov

Commented [JJ9]: Is what this is referring to? Seems redundant with previous information provided.

2. If any member of the Proposer's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

Not applicable.

3. If the Proposer has had any contract terminated for default in the last five years, describe such incident. Termination for default, also called termination for cause, is defined as notice to stop contract work for reasons related to contract performance and/or compliance and the termination 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.

Not applicable.

4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

Not applicable.

5. If the Proposer plans to subcontract/sub grant any portion of the award, describe how subcontractors/sub grantees will be selected, as well as your organization's plan and ability to compensate those subcontractors/sub grantees prior to seeking reimbursement

from COMMERCE. If not, state that no subcontracting/sub granting will occur. Please note that federally funded awards must comply with all applicable sections of the Code of Federal Regulations, 2 CFR 200, including selection of subs.

The City of Spokane will enter a contract with YWCA to provide outlined funds to YWCA pursuant to this proposal. YWCA was selected based upon past partnerships and the continuing excellent performance for related initiatives.

D. References (MANDATORY)

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for the Proposer and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a Proposal the Proposer and any partners or agents authorize COMMERCE to contact these references and any others who, from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not contact references in its sole discretion.

| District Court Judges | Superior Court Judge |
|--|--|
| Hon. Patrick Johnson Ptjohnson@spokanecounty.org Judicial Assistant: Alexis Stark, 509-477-2924 Judicial Administrative Specialist: 509-477-2901 | Hon. Annette Plese APlese@spokanecounty.org Judicial Assistant: Tracy Ayers, 509-477-4709 |
| Hon. Jenny Zappone JJZAPPONE@spokanecounty.org Judicial Assistant: Patricia Mullarkey, 509-477-2933 Judicial Secretary: 509-477-2901 | Spokane County Elected Prosecutor Preston McCollam PMCCOLLAM@spokanecounty.org 509-477-2841 |

Hon. Patti Walker

PWalker@spokanecounty.org

Judicial Assistant: Gwenna Wheeler, 509-477-2922

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Information Only**Date Rec'd**

5/26/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ALEX GIBILISCO 509-904-5465

Requisition #**Contact E-Mail**

AGIBILISCO@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

NO

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

EQUITY SUBCOMMITTEE PRESENTATION

Agenda Wording

A presentation by the Equity Subcommittee on equitable budgeting.

Summary (Background)

In 2025, the equity subcommittee was asked to look at equitable budgeting, how that looks for municipalities, and how it could look in Spokane. They have been working on research, presentation, and now have a recommendation.

What impacts would the proposal have on historically excluded communities?

This is a recommendation from the equity subcommittee to implement an equity budgeting, to prioritize disparity and harm reduction, improve data collection and use, increase community education and transparency.

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 is a recommendation from the equity subcommittee to implement an equity budgeting, part of the strategy is to improve data collection and its use. They introduce the concept of “targeted universalism.”

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

Part of the recommendation is to improve data collection and its use.

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, Chapter 13 RES 2021-0098 establishing an ad hoc Equity Subcommittee

Council Subcommittee Review

This item originates from the Equity Subcommittee

| | |
|--|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | Additional Approvals |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | |
| <u>Legal</u> | |
| <u>For the Mayor</u> | |
| Distribution List | |
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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/20/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/22/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

NO

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

COUNCIL RESOLUTION ON BIENNIAL BUDGET PRIORITIES

Agenda Wording

A Resolution setting forth the City Council's budget priorities for the 2027-2028 biennium, pursuant to Section 07.14.030 of the Spokane Municipal Code.

Summary (Background)

Section 07.14.030.E of the Spokane Municipal Code provides that the City Council is to adopt a resolution identifying council budget priorities, to be placed on the Finance and Administration Committee agenda as a standing legislative item, with final council action to occur no later than the first council meeting in July. The attached resolution is intended to fulfill the council's obligation under SMC 07.14.030. As currently drafted, the resolution sets forth the following priorities: 1. MUNICIPAL COURT: Known deficiencies in existing facilities and support will require additional funding in the biennium and should be prioritized over non-essential services; and 2. PUBLIC DEFENDERS: Recent state mandates for reduced case load standards necessitate gradual increases in hiring, and biennial funding of these FTEs and related support and facilities expenditures should be prioritized over non-essential services; and 3. RESERVE FUNDS: Council continues to prioritize receipt of a clear strategy and timeline for achieving full statutory funding of all City reserve accounts, while anticipating a forecast of fund balances in the 2027-2028 biennial period; for this reason, increased funding of reserve accounts should be prioritized over non-essential expenditures. The resolution further sets forth council intent to finalize and adopt a balanced, realistic 2027-2028 biennial budget no later than December 7, 2026.

What impacts would the proposal have on historically excluded communities?

Not analyzed.

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

Not analyzed.

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

Not analyzed

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

The resolution is intended to fulfill the Council's obligation to establish budget priorities pursuant to SMC 07.14.030.

Council Subcommittee Review

Not applicable.

| | |
|--|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | Additional Approvals |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | |
| <u>Legal</u> | |
| <u>For the Mayor</u> | |
| Distribution List | |
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RESOLUTION NO. 2026-_____

A Resolution setting forth the City Council's budget priorities for the 2027-2028 biennium pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor and team; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

Concurrent to the joint budget deliberations, the City Council ...shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;].

and

WHEREAS, the City's General Fund is projected to continue laboring under a structural budget gap throughout the 2027- 2028 biennium, and such projected trends for insufficient revenue growth relative to expense growth will strain the City's ability to maintain existing service levels without significant adjustments to expenditures, revenue policy, or both;

WHEREAS, the City of Spokane’s General Fund is likely to continue to earn the State Auditor’s “Concerning” designation due to fund balance level insufficiency, while numerous other funds have experienced recent depletion due to structural gaps; and

WHEREAS, the City anticipates biennial increases in expenditures related to public safety (especially as relates to funding an independent Public Safety Answering Point (“PSAP”)), employee compensation, and inflation-driven and legacy-related costs of infrastructure; and

WHEREAS, consistent with Section 07.14.030.E, and mindful of the budget and revenue realities identified above, the City Council wishes to fulfill its obligation under SMC 07.14.030.E by adopting the following resolution;

NOW, THEREFORE,

IT IS RESOLVED that the Spokane City Council requests the priorities set forth below guide the development and adoption of 2027-28 biennial budget:

1. MUNICIPAL COURT: Known deficiencies in existing facilities and support will require additional funding in the biennium and should be prioritized over non-essential services; and
2. PUBLIC DEFENDERS: Recent state mandates for reduced case load standards necessitate gradual increases in hiring, and biennial funding of these FTEs and related support and facilities expenditures should be prioritized over non-essential services; and
3. RESERVE FUNDS: Council continues to prioritize receipt of a clear strategy and timeline for achieving full statutory funding of all City reserve accounts, while anticipating a forecast of fund balances in the 2027-2028 biennial period; for this reason, increased funding of reserve accounts should be prioritized over non-essential expenditures; and
4. [TBD]

IT IS FURTHER RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities and commits to working with the Administration to finalize and adopt a balanced, realistic 2027-2028 biennial budget no later than December 7, 2026.

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

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Consent**Council Meeting Date:** 06/15/2026

| | | |
|---|-----------------------------------|-------------------------|
| Date Rec'd | | 5/13/2026 |
| Clerk's File # | | OPR 2024-0552 |
| Cross Ref # | | |
| Project # | | |
| Submitting Dept | FINANCE & ADMINISTRATION | Bid # |
| Contact Name/Phone | JESSICA X6369 | Requisition # |
| Contact E-Mail | JSTRATTON@SPOKANECITY.ORG | |
| Agenda Item Type | Contract Item | |
| Council Sponsor(s) | BWILKERSON PDILLON | |
| Sponsoring at Administrators Request | NO | |
| Lease? NO | Grant Related? NO | Public Works? NO |
| Agenda Item Name | 0410-ARMORED CAR SERVICE - LOOMIS | |

Agenda Wording

The current contract with Loomis Armored US, LLC (Houston, TX) for armored car services expires on May 22, 2026. This extension is through May 22, 2028.

Summary (Background)

The City seeks to purchase armored car services under the Washington State Department of Enterprise Services Contract #26423. That contract's terms and conditions are incorporated into the work order agreement by reference. All obligations owed to the State by Loomis are also owed to the City.

What impacts would the proposal have on historically excluded communities?

N/A - contract extension

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 - contract extension

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

N/A - contract extension

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 allows for the City to comply with State cash handling requirements.

Council Subcommittee Review

| | |
|---|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 95,000 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| Departments that handle cash and check will pay for the services out of their individual budgets. | |
| Amount | |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |
| Budget Account | |
| | # |
| | # |
| | # |
| | # |
| | # |
| | # |
| Funding Source | Recurring |
| Funding Source Type | Program Revenue |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | STRATTON, JESSICA |
| Division Director | STRATTON, JESSICA |
| Accounting Manager | LIPPS, JOSH |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Ben.hatch@us.loomis.com | Brad.Ernster@us.loomis.com |
| laga@spokanecity.org | jnechanicky@spokanecity.org |
| jstratton@spokanecity.org | wthorne@spokanecity.org |
| | |
| | |



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 26423

FOR

ARMORED CAR SERVICES

**GEOGRAPHIC AREAS: OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, AND EASTERN
REGIONS**

CATEGORY: ARMORED CAR SERVICES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

LOOMIS ARMORED US, LLC

Dated May 23, 2024



CONTRACT

No. 26423

FOR

ARMORED CAR AND COURIER SERVICES

**GEOGRAPHIC AREAS: OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, AND EASTERN
REGIONS**

CATEGORY: ARMORED CAR SERVICES

This Washington Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Loomis Armored US, LLC a Texas Corporation (“Contractor”) and is dated and effective as of May 23, 2024.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase certain specified courier transport services, via armored car, to transport currency and other valuables (“Armored Car Services”), smart safe rentals including Armored Car Services (“Smart Safe Rental with Armored Car Services”), and courier transport services, via unarmored courier service, to transport currency and other valuables or packages (“Courier Services”) (collectively “Armored Car & Courier Services”) from qualified, innovative, professional vendors. Accordingly, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement to establish an enterprise procurement solution, issued Competitive Solicitation No. 26423 dated May 23, 2024 to solicit and evaluate competitive bids to award Contracts for Armored Car Services, Smart Safe Rental with Armored Car Services, & Courier Services by specified contract category and specified geographic area. The Competitive Solicitation was structured to meet purchaser needs and designed to result in Contract awards by contract category (i.e., Armored Car Services, Smart Safe Rental with Armored Car Services, and Courier Services) and by geographic area, depending on the contract category. In addition, within each geographic area, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.
- C. The goal of the competitive solicitation is to establish an enterprise procurement solution resulting in Contracts awarded by specified contract category and specified geographic area to enable eligible purchasers to purchase specified Armored Car Services, Smart Safe



Rental with Armored Car Services, and/or Courier Services from an awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.

- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-reference contract category(ies) for the above-referenced geographic area(s).
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is twenty-four (24) months, commencing May 23, 2024 and ending May 22, 2026; *Provided*, however, that if Contractor is not in default and if, by February 1, 2026, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months at a time. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

| PERFORMANCE METRIC | PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION |
|------------------------------------|--|
| Pick-Up and Drop- Off Success Rate | Contractor must timely provide pick-up and drop-off information with details pertaining to date, time, and amount of cash, checks or cash valued goods when requested by Purchaser or Enterprise Services. Contractor must achieve a pick-up success rate of 75% and a drop-off success rate of 80%. |
| Transaction Report: | Contractor must timely provide transaction reports as described in Section 11.4 when requested by Purchaser or Enterprise Services. Contractor must achieve an 80% on time rate over the contract term. |
| Billing Report: | Contractor must timely provide billing and invoicing reports as described in Section 11.6, when requested by Purchaser or Enterprise Services. Contractor must achieve an 80% on time rate over the contract term. |
| Administrative Report: | Contractor must timely provide administrative reports as described in Section 11.5, when required by Purchaser. Contractor must achieve an 80% on time rate over the contract term. |
| Annual Contract Sales Report: | Contractor must timely provide annual detailed sales report as described in Section 11.3. Contractor must achieve a 75% on time rate over the contract term. |



| PERFORMANCE METRIC | PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION |
|-------------------------|---|
| Insurance Endorsements: | Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i> |
| Vendor Management Fee: | Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i> |
| Contract Sales Reports: | Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i> |

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;



- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

- (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the Contract prices set forth in *Exhibit B – Prices for Goods/Services* will be adjusted as set forth herein. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI). The percentage difference between the PPI issued for May 2024 and the PPI issued for each service/commodity of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times ((.40 \times (\text{Current Period Index}/\text{Base Period Index})) + (.60 \times (\text{Current Period Index}/\text{Base Period Index})))$$

| CATEGORY 1: ARMORED CAR SERVICES | | % |
|--|---------------|----|
| Diesel No. 2 | WPU05730302 | 40 |
| Armored Car Guards | CEU4349200003 | 60 |
| CATEGORY 2: SMART SAFE WITH ARMORED CAR SERVICES | | |



| | | |
|---------------------------------------|---------------|----|
| Diesel No. 2 | WPU05730302 | 40 |
| Armored Car Guards | CEU4349200003 | 60 |
| CATEGORY 3: COURIER SERVICES | | |
| Gasoline | WPS0571 | 40 |
| Courier and Express Delivery Services | PCU4921-4921 | 60 |

Only final PPI data will be used to adjust contract pricing. This Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
 - 3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. QUALIFIED TO CLAIM DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Contract.
 - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a



final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.11. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.



- 4.13. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.14. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.15. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, and/or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill, training, and licenses; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty").
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at



Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ninety (90) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.



- 6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 6.3. BACKGROUND CHECKS. Contractor, its agents, employees, or subcontractors shall comply with all applicable Washington State background investigation procedures prior to employment, for all personnel having access to or custody of property consigned to an armored car, or courier organization. A basic background investigation should be conducted by or for the employing firm to verify information given on the employment application and the applicant's suitability for the task being considered: prior criminal history, traffic violations, credit history, and individual's honesty.
- 6.4. ARMED GUARD WEAPONS ISSUANCE. Contractor, its employees, or subcontractors assigned to a protective task should be issued a company-owned, hand-held weapon and such other weapons or personal protective devices necessary for the safeguarding of the cargo and protection of the crew members' lives, for use while on duty.
- 6.5. FACILITY INSPECTIONS. Contractor shall provide right of access to its facilities to Enterprise Services and/or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.



8.1. ORDERING REQUIREMENTS.

- (a) Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- (b) Pursuant to this Contract, Purchaser, through a Purchase Order, may contract with Contractor for regularly scheduled Services and/or periodic Services; *Provided*, however, that upon reasonable advance notice of not less than one (1) business day nor more than three (3) business days, as Purchaser and Contractor may agree, Purchaser may request changes to its regularly scheduled Services. In such case, the parties shall amend their existing Purchaser Order to reflect the revised Services.

8.2. PERFORMANCE REQUIREMENTS. Contractor shall ensure that, in providing the Goods and/or Services set forth in *Exhibit A – Included Goods/Services*, Contractor complies with this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor.

- (a) CUSTOMER SERVICE. For each Purchaser account, Contractor shall assign both a single, primary account representative and a secondary account representative. Account representatives must be available between the hours of 8:00am-5:00pm Pacific Time.
- (b) PICK-UP/DROP-OFF SCHEDULE. Contractor shall perform pick-ups and/or drop-offs between the normal business hours of 8:00am-5:00pm Pacific Time at the location(s) specified in the Purchase Order.
- (c) PROVISIONS FOR PICK-UPS/DROP-OFFS.
 - (1) Contractor shall supply tamper-evident deposit bags for purchase to Purchasers within two (2) business days of request. Bags must pass standards provided by the Office of the State Treasurer for deposit to state bank accounts.
 - (2) Contractor shall supply Purchasers with a deposit/pick-up log or consignment log. Log must track the following information: date, bag number, dollar amount, change due, releasing employee, signature of custodian and time of pick-up/drop-off.
 - (3) Contractor agrees there is no limit to the number of items that can be obtained upon pick-up.



- (4) Contractor shall be responsible for all investigative fees associated with allegations of theft or loss if Purchaser is not found to be at fault.
 - (5) Contractor shall perform stops in 10 minutes or less.
 - (d) CHANGE SERVICE. Contractor shall provide change service.
 - (e) TIMELY PERFORMANCE. Contractor timely shall provide the Goods and perform the Services set forth in *Exhibit A – Included Goods/Services*. In the event of any anticipated or actual delay in delivery of Goods or performance of Services, Contractor promptly shall notify Purchaser’s designated representative(s) and specify the reasons for such delay, and the actions being taken by Contractor to overcome or minimize the delay.
 - (f) CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Purchaser and/or Enterprise Services, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.
- 8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser’s reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser’s Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser’s designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. 26423
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
 - (c) Contractor’s Federal Tax Identification Number;
 - (d) Date(s) of delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser’s obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser’s payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due



or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:



Enterprise Services

Attn: Julia Bang
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Tel: (360) 490-9459
 Email: descontractsteamapple@des.wa.gov

Contractor

Attn: Brad Ernster
 Loomis Armored US, LLC
 2500 Citywest Blvd Suite 2300
 Houston, TX 77042
 Tel: (206) 817-2577
 Email: brad.ernster@us.loomis.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Risk/Legal
 Loomis Armored US, LLC
 2500 Citywest Blvd Suite 2300
 Houston, TX 77042
 Email: brad.ernster@us.loomis.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.



- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

| QUARTER | FOR SALES MADE IN CALENDAR QUARTER | CONTRACT SALES REPORT | |
|---------|---------------------------------------|-----------------------|------------|
| | | DUE BY | PAST DUE |
| 1 | January 1 – March 31 | April 30 | May 1 |
| 2 | April 1 – June 30 | July 31 | August 1 |
| 3 | July 1 – September 30 | October 31 | November 1 |
| 4 | October 1 – December 31 | January 31 | February 1 |

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0125.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less not to exceed ninety (90) days.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;



- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

- 11.4. TRANSACTION REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely transaction reports within fifteen (15) business days of request. Transaction report may include all transactions for entire agency or broken down by division within an agency. Details may also include Purchaser detail, date, and time of pick-up(s)/drop-off(s), and dollar amount of pick-up(s)/drop-off(s).
- 11.5. BILLING REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely billing and invoicing reports within fifteen (15) business days of request.
- 11.6. ADMINISTRATIVE REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely administrative reports within fifteen (15) business days of request. Administrative reports may include a list of all eligible Purchasers within an agency with specific Purchaser detail, email, phone, etc.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, authorized agent of a government agency acting on behalf of Enterprise services or any Purchaser as related to purchases on this contract, to audit, inspect, examine, and copy Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 112.5% of any such overpayments, found as a result of the examination of Contractor's records, provided that such overpayments were made within the last 90 days; and



(b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 112.5% of such fees found as a result of the examination of Contractor's records, provided that such underpayments were made within the last 90 days (e.g., if Contractor underpays the Vendor Management Fee by \$500 within the last 90 days, Contractor would be required to pay to Enterprise Services $\$500 \times 1.125 = \562.50); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability



clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. CARGO INSURANCE; CLAIMS. In the event of a Cargo Loss, Purchaser agrees to notify Contractor in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by Contractor. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, Purchaser contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.**

Purchaser shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. Purchaser agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. Purchaser agrees in the event of a loss, that any liability of Contractor shall be reduced by the face value of reconstructed or recovered item(s).

Upon the request of Contractor, Purchaser will furnish a proof of loss to Contractor or its insurance carrier. Once reimbursement has been made to Purchaser, Contractor and its insurer shall receive any and all of the Purchaser's rights and remedies of recovery.

- 14.4. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

- 15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a



different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:



- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
- (b) Contractor fails to timely report quarterly contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due;
- (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
- (e) Contractor breaches any representation or warranty provided herein.

16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit:

- (a) a party's liability for all damages arising out of that party's intentional acts or omissions;
 - (b) the operation of any Goods or Services warranty provided in this Contract; or
 - (c) damages subject to the Intellectual Property Indemnity section of this Contract.
- Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

(d) Contractor will guarantee not to pick up any money and checks that exceed \$250k. Should pick-ups exceed \$250K, contractor will provide 100% coverage for any loss, stolen, or damaged cash/monies exceeding \$250K.

16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods



and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address



provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. NONDISCRIMINATION.
 - (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between



this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.



- 19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities



are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

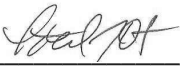
COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

LOOMIS ARMORED, US
a Texas Corporation

By: 
Tim Foitzik
Its: Procurement Supervisor

By: 
Patrick Otero
Its: EVP and CFO



INCLUDED GOODS/SERVICES

This Contract includes the following Contract Categories, for the geographic areas identified:

- **Armored Car Services.** The transport of currency and other valuables via armored car.
 - For the following geographic areas:
 - Olympic Region
 - Northwest Region
 - Southwest Region
 - South Central Region
 - North Central Region
 - Eastern Region

Contractor will provide transportation of cash and checks not to exceed \$250K per purchaser, during any given time of transportation. Contractor will notify the purchaser of this limit should pick-up requests exceed \$250K.



PRICES FOR GOODS AND SERVICES

PRICES FOR ARMORED CAR SERVICES

| Regions | Weekly Pick-Up Times | | | | |
|---|----------------------|--|-----------|---|-----------|
| | 1x | 2x | 3x | 4x | 5x |
| Olympic | \$ 173.20 | \$ 346.40 | \$ 519.60 | \$ 692.80 | \$ 866.00 |
| Northwest | \$ 173.20 | \$ 346.40 | \$ 519.60 | \$ 692.80 | \$ 866.00 |
| Southwest | \$ 173.20 | \$ 346.40 | \$ 519.60 | \$ 692.80 | \$ 866.00 |
| South Central | \$ 173.20 | \$ 346.40 | \$ 519.60 | \$ 692.80 | \$ 866.00 |
| North Central | \$ 173.20 | \$ 346.40 | \$ 519.60 | \$ 692.80 | \$ 866.00 |
| Eastern | \$ 173.20 | \$ 346.40 | \$ 519.60 | \$ 692.80 | \$ 866.00 |
| Additional Trip Fee for a single, non-weekly pick up. | \$ 75.00 | Excess Insurance Cost per \$1000 over \$25K. | \$ 2.09 | Additional fee per minute charge over 10 min. | \$ 3.41 |



INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance covering bodily injury, property damage, on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$2,000,000.
 - c. **ALL-RISK TRANSIT AND STORAGE INSURANCE.** All-Risk Transit and Storage Insurance, or comparable insurance, covering coin, currency and checks unable to be identified on a dollar for dollar, face value replacement basis at no less than \$2,000,000 per occurrence.
 - d. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - e. **EMPLOYERS' LIABILITY INSURANCE.** Employers' liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents,



officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: descontractsteamapple@des.wa.gov

Note: The Email Subject line must state:

Contract Insurance Certificate – Contract No. 26423 Armored Car and Courier Services

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
8. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *



Washington State Department of Services Service Agreement (6.14.2024)

Final Audit Report

2024-06-16

| | |
|-----------------|---|
| Created: | 2024-06-14 |
| By: | Luke Kulina (Luke.Kulina@des.wa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbItc_ooTRoCElrBO8VVcNoYsAm2voQ0 |

"Washington State Department of Services Service Agreement (6.14.2024)" History

-  Document created by Luke Kulina (Luke.Kulina@des.wa.gov)
2024-06-14 - 8:03:25 PM GMT
-  Document emailed to Tim Foitzik (Tim.Foitzik@des.wa.gov) for signature
2024-06-14 - 8:03:34 PM GMT
-  Email viewed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
2024-06-14 - 8:43:59 PM GMT
-  Document e-signed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
Signature Date: 2024-06-16 - 1:50:07 PM GMT - Time Source: server
-  Agreement completed.
2024-06-16 - 1:50:07 PM GMT

Prices For Goods and Services

Prices for Armored Car Services

| Regions | Weekly Pick-Up Times | | | | |
|---|----------------------|--|----------|---|----------|
| | 1x | 2x | 3x | 4x | 5x |
| Olympic | \$173.20 | \$346.40 | \$519.60 | \$692.80 | \$866.00 |
| Northwest | \$173.20 | \$346.40 | \$519.60 | \$692.80 | \$866.00 |
| Southwest | \$173.20 | \$346.40 | \$519.60 | \$692.80 | \$866.00 |
| South Central | \$173.20 | \$346.40 | \$519.60 | \$692.80 | \$866.00 |
| North Central | \$173.20 | \$346.40 | \$519.60 | \$692.80 | \$866.00 |
| Eastern | \$173.20 | \$346.40 | \$519.60 | \$692.80 | \$866.00 |
| Additional Trip Fee for a single, non-weekly pick up. | \$75.00 | Excess Insurance Cost per \$1000 over 25k. | \$0.209 | Additional fee per minute charge over 10 min. | \$3.41 |

| | | |
|--|---------------------------|--------|
| State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 | CONTRACT AMENDMENT | |
| | Contract No.: | 26423 |
| Loomis Armored US, LLC. 2500 Citywest Blvd Suite 2300 Houston, TX 77042 | Amendment No.: | 01 |
| | Effective Date: | 8/9/24 |

FIRST AMENDMENT
TO
CONTRACT NO. 26423
ARMORED CAR AND COURIER SERVICES

This first Amendment (“Amendment”) to Contract No. 26423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Loomis Armored US, LLC, a Texas Corporation (“Contractor”) and is dated as of August 9, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 26423 dated effective as of May 23, 2024 (“Contract”).
- B. The Parties now desire to amend Exhibit B – Prices to the contract and change the pricing of Excess Insurance Cost rate to \$0.209 per thousand over \$25,000.
- C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICING.** The Contract pricing for the goods/services is hereby amended by deleting the existing Exhibit B – Prices in its entirety and inserting the attached Exhibit B – Prices (8/9/2024). As of the effective date of this Amendment, any reference to Exhibit B – Prices shall be deemed to be a reference to the attached Exhibit B – Prices (8/9/2024).
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

LOOMIS ARMORED, US
A TEXAS CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Dan Rushing*
Dan Rushing (Aug 9, 2024 11:59 PDT)
Name: dan rushing
Title: vice president
Date: 08/09/2024

By: *Tim Foitzik*
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 08/09/2024

City of Spokane

Contract #26423 Armored Car Services: Work Request

This Work Request is issued under Contract #26423 with the Department of Enterprise Services.

| | | |
|---|--|--|
| Work Request Number: | 26-800 | 05/23/2026 |
| Category of Service: Armored Car Services | Services are provided for the City of Spokane which is located in Spokane County as outlined in Exhibit B, No. 26423 Pricing and Ordering. | Number of pickups per week: See below |
| Expected Work Period Work period is projected from: | | <i>May 23, 2026 through May 22, 2028 (w/option to renew up to 48 months)</i> |

Jobsite Location: Various locations in the City of Spokane.

Contact is: treasuryaccounting@spokanecity.org (509) 625-6030

| LOCATION | ADDRESS | FREQUENCY PER WEEK |
|-----------------------------|------------------------|--------------------|
| City Hall | City Hall, 1st Floor | Monday- Friday |
| City Hall Parking | City Hall, Lower Level | Monday - Friday |
| Municipal Court | 1100 W. Mallon Ave. | Monday- Friday |
| Police Records ¹ | 1100 W. Mallon Ave. | Wednesday - Friday |
| Police Evidence Room | 4010 E. Alki | On Call |
| Waste To Energy - Geiger | 2900 S. Geiger | Monday - Friday |

¹ -Occasional On Call for Mondays

NOTE: Locations and frequency per week may be added, deleted, or changed as needed.

Scope of Work/Services Required:

The City of Spokane has an interlocal agreement with the Washington State Department of Enterprise Services allowing the City to purchase or acquire goods and services under the contracts entered into by DES that permit such use. The City of Spokane seeks to purchase Loomis Armored Car Services under the Washington State Department of Enterprise Services Contract #26423. All obligations owed to the State by Loomis under Contract #26423 are also owed to the City of Spokane.

Invoice Address and Account Payable Contact:

City of Spokane
Treasury Department
808 W Spokane Falls Blvd
Spokane WA 99201

treasuryaccounting@spokanecity.org
(509) 625-6057

Banking: Where are deposits and change order delivered or picked up from
US Bank Spokane Cash Vault

Projected Budget (if applicable):

Agency (Project Manager): _____ Director of Finance Date: 5/23/2026

Phone: (509) 625-6369 Email: treasuryaccounting@spokanecity.org

Exhibit A – Contract #26423 with the Department of Enterprise Services

Exhibit B – Washington State Contract No. 26423 Pricing and Ordering

Exhibit C - Contract #26423 Amendment dated 8/2024

LOOMIS ARMORED US

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



< **Business Lookup**

License Information:

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

Entity name: LOOMIS ARMORED US, LLC

Business name: LOOMIS, FARGO & CO.

Entity type: Limited Liability Company

UBI #: 578-078-890

Business ID: 001

Location ID: 0003

Location: Active

Location address: 806 E 2ND AVE
SPOKANE WA 99202-2248

Mailing address: 2500 CITYWEST BLVD
STE 2300
HOUSTON TX 77042-9000



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|------------------------------|-------------|-------|---------|--------|---------------|----------------|
| Spokane General Business | T12023658BL | | | Active | Dec-31-2026 | Oct-15-2012 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| OTERO, PATRICK | |
| ZUGER, BJORN | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| LOOMIS | Active | May-23-2019 |

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time:
1/22/2026 6:16:24 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 MARSH USA LLC 500 Dallas St., Suite 1500 Houston, TX 77002 CN102019889--GAWU-26-27 | CONTACT NAME: Marsh USA Inc. PHONE (A/C, No, Ext): E-MAIL ADDRESS: Houston.Certs@marsh.com | FAX (A/C, No): | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042 | INSURER A: XL Insurance America, Inc. | | 24554 |
| | INSURER B: ACE American Insurance Company | | 22667 |
| | INSURER C: Indemnity Insurance Company of North America | | 43575 |
| | INSURER D: ACE Fire Underwriters Insurance Company | | 20702 |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:**

HOU-003887034-15

REVISION NUMBER: 25

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | US00095082L126A | 01/01/2026 | 01/01/2027 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H11433984 | 01/01/2026 | 01/01/2027 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | WLR C72803723 (AOS) | 01/01/2026 | 01/01/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| D | | N/A | | SCF C72803735 (WI) | 01/01/2026 | 01/01/2027 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

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

Certificate Holder is an Authorized Purchaser under Washington State DES Contract #26423.

Certificate Holder, its agents, employees, and officers are included as Additional Insureds with respect to the General Liability and Automobile policy where required by written contract and only to the extent that the bodily injury or property damage is caused by Loomis Armored US, LLC and subject to the policy terms, conditions and exclusions. A Waiver of Subrogation is granted in favor of Certificate Holder where required by written contract, but always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER
 City of Spokane
 1100 W Mallon Ave
 Spokane, WA 99260
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

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

| | | | |
|---|----------------------------|---|-------------------------------|
| Named Insured Loomis Armored US, LLC. | | | Endorsement Number 1 |
| Policy Symbol ISA | Policy Number H11433984 | Policy Period 01/01/2026 TO 01/01/2027 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|--|
| <p>Any Person or Organization that you are required in a contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement</p> | <p>As required per written contract</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|--|
| Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement. | As required per written contract |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--------------------------------|------------------|---|--|
| AGENCY MARSH USA LLC | | NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

COMPANIES AFFORDING COVERAGE AND POLICY NOS:

Primary CIT & Terrorism:
 100% ACE American Insurance Company
 Policy No. 7908642

1st Excess CIT & Terrorism:
 94.65% Certain Lloyd's Syndicates
 2.85% HDI Global Specialty SE
 2.50% Markel International Insurance Company
 Policy No. B1723UFIST2550041

The (CIT policy numbers as attached) placement was made by Marsh Ltd. (UK). Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

REMARKS (SPECIAL CONDITIONS) REGARDING CIT & TERRORISM:

GEOGRAPHICAL LIMITS:
 Within and between the United States of America and/or Dominion of Canada and/or Puerto Rico and/or other places in the world.

SUBJECT MATTER INSURED (PROPERTY):
 Including but not limited to: money, currency, coins, banknotes, debit and credit card sales, Federal Reserve notes, funds held in account by a financial institution, postage and revenue stamps, savings stamps, food stamps, coin tokens, telephone cards, bouillon, precious metals of all kinds and in any form and articles made there from, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidence of debts, debentures, scrips, certificates, receipts, warrants, rights, transfers, coupons, drafts, trading stamps and coupons, bills of exchange, acceptance notes, cheques, withdrawal orders, money orders, travelers' cheques, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interest therein, and assignments or such policies, mortgages and instruments and all other negotiable and non-negotiable valuable papers and documents, electro-magnetic tapes and/or computer software and components, fine arts, mobile phones and any other items of any nature whatsoever.

COVERING:
 This insurance shall indemnify the Assured in respect of their legal liability arising under statute and/or contract and/or common law and/or otherwise for physical loss or physical destruction of or physical damage to property as defined elsewhere herein.

EXCLUSIONS
 Notwithstanding anything herein to the contrary, (except where included in the Institute War Clauses) this policy does not cover:

WAR & CIVIL WAR
 1. Loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS
 This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--------------------------------|------------------|---|--|
| AGENCY MARSH USA LLC | | NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub"clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial , agricultural, medical, scientific or other similar peaceful purposes.
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Clause 1.5 above shall not apply to Loss where such loss results from any actual or attempted burglary, robbery, hold-up larceny, false pretenses, theft, fraud or other criminal taking of or criminal obtaining of property.

DISHONEST OR FRAUDULENT ACTS OF DIRECTORS

This policy does not cover Loss resulting directly from any dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) of Board Directors of Loomis AB except in the event of any such dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) such Board Director is performing acts coming within the scope of the usual duties of an Employee of the Assured.

SANCTION LIMITATION AND EXCLUSION CLAUSE

Insurers shall not be deemed to provide cover and Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Consent**Date Rec'd**

5/18/2026

Clerk's File #**Cross Ref #**

OPR 2021-0406

Project #**Council Meeting Date:** 06/15/2026**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND X6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE AND

Agenda Wording

Contract Renewal w/Mitchell Humphrey & Company for annual maintenance & support of City's Financial Management System (FMS). From 07/01/2025 through 06/30/2026. Total cost is \$102,904.00, plus sales tax.

Summary (Background)

This contract is necessary to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are General Ledger, Fixed Assets, Accounts Payable, Accounts Receivable, Purchasing, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. Total cost \$102,904.00 plus tax

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Mitchell Humphrey.

Council Subcommittee Review

| | |
|--|-------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | |
| Total Cost | \$ \$102,904.00 |
| Current Year Cost | \$ \$102,904.00 |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Expense \$ 102,904.00 | # 5300-73300-18850-54820 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Funding Source | |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | MARTINEZ, LAZ |
| Division Director | |
| Accounting Manager | BAIRD, CHRISTI |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Bill Spittle; bill@tripleview.com | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | |
| | |



City of Spokane
CONTRACT
**Title: ANNUAL MAINTENANCE AND SUPPORT
OF FINANCIAL MANAGEMENT SYSTEM**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & CO.**, whose address is 6400 S Fiddlers Green Circle Ste 100 PMB 723, Greenwood Village, CO 80111-4953 ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Annual Maintenance and Support of the City of Spokane's Financial Management System (FMS) in accordance with Company's 2026-2027 Quote attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall become effective on July 1, 2026 and shall end June 30, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed four (4) additional one-year (1) contract periods.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED TWO THOUSAND NINE HUNDRED FOUR AND NO/100 DOLLARS (\$102,904.00)**, plus tax if applicable, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Information Technology Division, Itadmin@spokanecity.org, Attn: Stephen Williams.. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

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

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

D. Cyber/Technology Errors and Omissions Insurance, which includes cyber insurance coverage, with limits of at least \$2,000,000 per claim and in the aggregate.

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.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and

litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DATA BREACH NOTIFICATION. The Vendor shall notify the City **without unreasonable delay, and in no event later than forty-eight (48) hours** after becoming aware of any actual or reasonably suspected security incident or data breach that compromises, or may compromise, the confidentiality, integrity, or availability of City data or systems.

Such notice shall include, to the extent known at the time: the nature of the incident, the data or systems affected, and the corrective actions taken or planned. The Vendor shall cooperate fully with the City in responding to and mitigating the incident.

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

MITCHELL HUMPHREY & CO.

CITY OF SPOKANE

By  5/15/2026
Signature Date

By _____
Signature Date

William Spittle
Type or Print Name

Type or Print Name

CFO
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Company's 2026-2027 Quote

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;
 - a. 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;
 - b. 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,
 - c. 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.

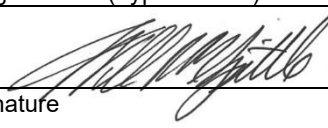
| | |
|--|---|
| <u>Mitchell Humphrey & Co.</u> Name of Subrecipient / Contractor / Consultant (Type or Print) | <u>Annual Maintenance & Support of Financial Management System</u> Program Title (Type or Print) |
| <u>William Spittle</u> Name of Certifying Official (Type or Print) |  Signature |
| <u>CFO</u> Title of Certifying Official (Type or Print) | <u>5/15/2026</u> Date (Type or Print) |

EXHIBIT B
Company's 2026-2027 Quote



Stephen Williams
Head of IT Admin
City of Spokane
808 W. Spokane Falls Boulevard, Spokane,
Washington 99201-3342

Dear Stephen:

Below is the breakdown for the FMS annual maintenance and support fee for the period July 1, 2026 through June 30, 2027.

| | |
|------------------------------------|---------------------|
| General Ledger and related modules | \$25,632.00 |
| Accounts Payable | \$10,897.00 |
| Accounts Receivable-Invoicing | \$14,070.00 |
| Purchasing and related modules | \$25,374.00 |
| FMS-EXEC | \$3,245.00 |
| Test Account | \$10,743.00 |
| FMS Productivity Suite | \$4,929.00 |
| AP ACH Wire Transfer | \$963.00 |
| Credit Card Processing | \$1,983.00 |
| Fixed Assets | \$5,068.00 |
| Total: | \$102,904.00 |

Sincerely,



Miguel Blanco
Director, Finance



Stephen Williams
Head of IT Admin
City of Spokane
808 W. Spokane Falls Boulevard, Spokane,
Washington 99201-3342

Dear Stephen:

Below is the breakdown for the FMS annual maintenance and support fee for the period July 1, 2026 through June 30, 2027.

| | |
|------------------------------------|---------------------|
| General Ledger and related modules | \$25,632.00 |
| Accounts Payable | \$10,897.00 |
| Accounts Receivable-Invoicing | \$14,070.00 |
| Purchasing and related modules | \$25,374.00 |
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| FMS Productivity Suite | \$4,929.00 |
| AP ACH Wire Transfer | \$963.00 |
| Credit Card Processing | \$1,983.00 |
| Fixed Assets | \$5,068.00 |
| Total: | \$102,904.00 |

Sincerely,

A handwritten signature in black ink, appearing to read "M. Blanco".

Miguel Blanco
Director, Finance



< Business Lookup

License Information:

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

Entity name: MITCHELL HUMPHREY & CO.

Business name: MITCHELL HUMPHREY & CO

Entity type: Profit Corporation

UBI #: 603-237-502

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6400 S FIDDLERS GREEN CIR
STE 100
GREENWOOD VILLAGE CO 80111-4953

Mailing address: 6400 S FIDDLERS GREEN CIR
PMB 723

STE 100
GREENWOOD VILLAGE CO 80111-4953

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|--|-------------|-------|---------|--------|---------------|----------------|
| Spokane General Business - Non-Resident | T12010792BL | | | Active | Nov-30-2026 | Oct-15-2012 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|----------------------------------|-------|
| TRIPLEVIEW TECHNOLOGIES USA INC. | OWNER |

The Business Lookup information is updated nightly. Search date and time:
2/19/2026 4:18:40 PM

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BRAND NAME OR STANDARDIZATION JUSTIFICATION - OVER \$5,000

A brand name description is defined as:

A title, term, symbol design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as:

The adoption of a single product or group of products to be used by different entities or all parts of one organization, (Nash, Schooner & O'Brien, 1998)

The agency understands that:

1. Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.
2. Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier of the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING:

- Brand Name Justification
- Standardization Justification

What product are you standardizing:

Financial Management System (FMS) from Mitchell Humphrey.

This brand name or standardization is necessary because (Check all that apply):

- Interchangeability
- Expertise
- Compatibility
- Maintenance
- Regulation/Law
- Uniformity
- Prior Functionality Testing
- Other -
- Other -

Describe the reasons above.

Mitchell Humphrey is the only authorized firm to provide maintenance service for the City's Financial Management System (FMS). The City acquire FMS in 1982 through formal BID #1456. This is a critical application for the City. There are other known Financial Management Systems on the market, however, to switch to a new vendor would be operationally disruptive and could result in unnecessary expense to the City.

| | |
|---|---|
| <p>Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.</p> | <p>The City has been actively using this software since 1982. It was originally procured by formal bid #1456.</p> |
| <p>How was performance effectiveness demonstrated?</p> <p>Include existing conditions, prior history, and equipment longevity or durability.</p> | <p>Continued use and integration into City processes.</p> <p>As noted, the software has been utilized since 1982.</p> |
| <p>If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred?</p> | <p>If this justification is not approved the department would need to conduct a new solicitation. If a new provider was selected it would significantly disrupt several department activities. This would result in reduced support and effective support for Finance and Accounting. This disruption would occur at a time when the City is focused on budget initiatives that are top priority.</p> |
| <p>What are the associated risks of non-standardization?</p> | <p>No additional risks beyond the financial risks noted in the above question.</p> |
| <p>List any additional facts supporting the standardization or brand name justification.</p> | <p>Continued integration within the City processes.</p> |

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for brand name or standardization is based upon an objective review of the product/service required and appears to be in the best interest of the City of Spokane. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors of compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.

DEPARTMENT REQUESTOR

Peggy Lund

05/08/26

Signature (Requestor)

Date

Peggy Lund

Sr. IT Manager

Printed Name:

Title:

DEPARTMENT DIRECTOR

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

Laz Martinez

05/08/26

[Laz Martinez \(May 8, 2026 10:30:03 PDT\)](#)

Signature

Date

Laz Martinez

CIO

Printed Name:

Title:

PURCHASING

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

Jason Nechanicky

05/08/26

[Jason Nechanicky \(May 8, 2026 15:20:25 PDT\)](#)

Signature

Date

Jason Nechanicky

Director of Purchasing & Contracts

Printed Name:

Title:

Note: If additional space is required, use additional sheets of paper and submit with this completed form.











Brand Name or Standardization Justification Form v2 Fillable_MitchellHumphrey

Final Audit Report

2026-05-08

| | |
|-----------------|--|
| Created: | 2026-05-08 |
| By: | Peggy Lund (klund@spokanecity.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAWblzi54WDzYUUH4UiNvfydpeYgPwDbIG |

"Brand Name or Standardization Justification Form v2 Fillable_MitchellHumphrey" History

-  Document created by Peggy Lund (klund@spokanecity.org)
2026-05-08 - 4:56:54 PM GMT
-  Document e-signed by Peggy Lund (klund@spokanecity.org)
Signature Date: 2026-05-08 - 4:58:17 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to lmartinez@spokanecity.org for signature
2026-05-08 - 4:58:20 PM GMT
-  Email viewed by lmartinez@spokanecity.org
2026-05-08 - 5:27:01 PM GMT
-  Signer lmartinez@spokanecity.org entered name at signing as Laz Martinez
2026-05-08 - 5:30:01 PM GMT
-  Document e-signed by Laz Martinez (lmartinez@spokanecity.org)
Signature Date: 2026-05-08 - 5:30:03 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE
-  Document emailed to Jason Nechanicky (jnechanicky@spokanecity.org) for signature
2026-05-08 - 5:30:05 PM GMT
-  Email viewed by Jason Nechanicky (jnechanicky@spokanecity.org)
2026-05-08 - 10:19:16 PM GMT
-  Document e-signed by Jason Nechanicky (jnechanicky@spokanecity.org)
Signature Date: 2026-05-08 - 10:20:25 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-05-08 - 10:20:25 PM GMT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Consent**Council Meeting Date:** 06/15/2026

| | | | |
|---|--------------------------|-------------------------|-----------------|
| Date Rec'd | | 5/19/2026 | |
| Clerk's File # | | | |
| Cross Ref # | | | |
| Project # | | | |
| Submitting Dept | CITY ATTORNEY | Bid # | |
| Contact Name/Phone | MIKE PICCOLO 6237 | Requisition # | PAID VIA CLAIMS |
| Contact E-Mail | MPICCOLO@SPOKANECITY.ORG | | |
| Agenda Item Type | Resolutions | | |
| Council Sponsor(s) | PDILLON BWILKERSON | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | SETTLEMENT RESOLUTION | | |

Agenda Wording

Resolution approving settlement of claims made by Andrei Johnson in the amount of \$200,000.00

Summary (Background)

Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption Andrei Johnson, Plaintiff, v. City of Spokane Police Department; et. al., and later removed to United States District Court, Eastern District of Washington, arising from Andrei Johnson's injury on June 13, 2023. The parties participated in mediation and reached the settlement.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

| | | | |
|--|---------------------|-----------------------------|---------------|
| Fiscal Impact | | | |
| Approved in Current Year Budget? YES | | | |
| Total Cost | \$ 200,000.00 | | |
| Current Year Cost | \$ | | |
| Subsequent Year(s) Cost | \$ | | |
| <u>Narrative</u> | | | |
| | | | |
| Amount | | Budget Account | |
| Expense | \$ 200,000.00 | # | Risk - Claims |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |
| Funding Source One-Time | | | |
| Funding Source Type Select | | | |
| Is this funding source sustainable for future years, months, etc? | | | |
| | | | |
| Expense Occurrence | | | |
| Other budget impacts (revenue generating, match requirements, etc.) | | | |
| | | | |
| Approvals | | Additional Approvals | |
| Dept Head | PICCOLO, MIKE | <u>PURCHASING</u> | WAHL, CONNIE |
| <u>Division Director</u> | | | |
| <u>Accounting Manager</u> | BUSTOS, KIM | | |
| <u>Legal</u> | SCHOEDEL, ELIZABETH | | |
| <u>For the Mayor</u> | PICCOLO, MIKE | | |
| Distribution List | | | |
| Zach.Ray@us.davies-group.com | | mpiccolo@spokanecity.org | |
| sdhansen@spokanecity.org | | ddaniels@spokanecity.org | |
| | | | |
| | | | |

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption *Andrei Johnson, a single person, Plaintiff, v. City of Spokane Police Department; Chief Craig Meidl; Nate Spiering; and Todd Bielitz, each in their personal and representative capacities, Defendants*, Cause No. 25-2-00744-32 and later removed to United States District Court, Eastern District of Washington, Cause No. 2:25-cv-00085, arising from Andrei Johnson's injury on June 13, 2023 as more fully described in the Complaint filed in said cause, and

WHEREAS, the City has determined to resolve all claims with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00).

WHEREAS, Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice their underlying lawsuit and any and all claims against the City.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00), to be paid to Plaintiff and their counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced lawsuit. In exchange, Plaintiff will dismiss the underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims held, asserted or un-asserted, by Plaintiff in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said case and/or claim for damages or other relief.

PASSED the City Council this _____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Consent**Council Meeting Date:** 06/15/2026

| | | | |
|---|---|-------------------------|---------------|
| | | Date Rec'd | 5/19/2026 |
| | | Clerk's File # | OPR 2022-0304 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | PURCHASING & CONTRACTS | Bid # | RFP #5933-22 |
| Contact Name/Phone | JASON 232-8841 | Requisition # | MASTER |
| Contact E-Mail | JNECHANICKY@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | PDILLON | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | PORTABLE TOILET/HAND WASH STATION RENTAL SERVICES | | |

Agenda Wording

Renew Master contract with AMERICAN ONSITE SERVICES, LLC for portable toilet and hand wash station rental services to support ongoing operations for multiple departments. Renewal term is one year from July 1, 2026 through June 30, 2027. Payment is based on established unit price schedule for services as needed. Estimated Annual usage is \$200,000 plus applicable tax

Summary (Background)

The City has an existing contract with AMERICAN ONSITE SERVICES, LLC for multiple departments for portable toilet and hand wash station rental services to support ongoing operations. Examples of use include varying work and event sites that do not have access to restrooms such as golf courses, field sites, and public events. A formally competed solicitation process was performed. This is the second of two optional one year contract renewals.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This contract complies with procurement requirements and supports internal department ongoing operations to provide quality customer service.

Council Subcommittee Review

N/A

| | | | |
|--|-----------------------|-----------------------------|-------------------|
| Fiscal Impact | | | |
| Approved in Current Year Budget? YES | | | |
| Total Cost | \$ 200,000.00 | | |
| Current Year Cost | \$ 200,000.00 | | |
| Subsequent Year(s) Cost | \$ | | |
| <u>Narrative</u> | | | |
| | | | |
| Amount | Budget Account | | |
| Expense \$ 200,000.00 | # various | | |
| Select \$ | # | | |
| Select \$ | # | | |
| Select \$ | # | | |
| Select \$ | # | | |
| Select \$ | # | | |
| Funding Source Recurring | | | |
| Funding Source Type Program Revenue | | | |
| Is this funding source sustainable for future years, months, etc? | | | |
| | | | |
| Expense Occurrence | Recurring | | |
| Other budget impacts (revenue generating, match requirements, etc.) | | | |
| | | | |
| Approvals | | Additional Approvals | |
| Dept Head | NECHANICKY, JASON | <u>PURCHASING</u> | NECHANICKY, JASON |
| Division Director | STRATTON, JESSICA | | |
| Accounting Manager | BUSTOS, KIM | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |
| Distribution List | | | |
| Angelina Engelson csr3@americanonsite.net | | cwahl@spokanecity.org | |
| laga@spokanecity.org | | sdhansen@spokanecity.org | |
| rgraybeal@spokanecity.org | | | |
| | | | |
| | | | |



CITY OF SPOKANE
CONTRACT RENEWAL
**Title: PORTABLE TOILET AND WASH
STATION RENTAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN ONSITE SERVICES, LLC**, whose address is 3808 North Sullivan Road, Spokane Valley, Washington 99216, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide portable toilet and wash station rental, cleaning, delivery, and pick-up services; and

WHEREAS, the original Contract provided for renewals by mutual agreement of the Parties.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 3, 2022 and May 4, 2022, 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. TERM.

This Contract Renewal shall become effective on July 1, 2026, and end on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

AMERICAN ONSITE SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate Regarding Debarment

**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.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |



< Business Lookup

License Information:

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

Entity name: AMERICAN ON SITE SERVICES, LLC

Business name: AMERICAN ON SITE SERVICES, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-127-713

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3808 N SULLIVAN RD
BLDG 107
SPOKANE VALLEY WA 99216

Mailing address: 3808 N SULLIVAN RD
BLDG 107
SPOKANE VALLEY WA 99216

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Endorsements



| Endorsements held | License # | Count | Details | Status | Expiration date | First issuance d |
|---|-----------|-------|---------|--------|-----------------|------------------|
| Minor Work Permit | | | | Active | May-31-2026 | Jun-16-2017 |
| Spokane General Business - Non-Resident | | | | Active | May-31-2026 | Jun-16-2017 |
| Spokane Valley General Business | | | | Active | May-31-2026 | Jun-29-2017 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| CONDON, THEODORE | |
| GILLINGHAM JR, JOHN | |
| RUDEEN INDUSTRIAL | |

The Business Lookup information is updated nightly. Search date and time: 4/23/2026 9:49:27 AM



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Don't see what you expected?

Check if your browser is supported



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 12 Additional Insured Types**
 - A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
 - B. Lessor of Leased Equipment
 - C. Owners or Other Interests From Whom Land Has Been Leased
 - D. Manager or Lessor of Premise
 - E. Mortgagee, Assignee, or Receiver
 - F. Controlling Interest
 - G. Co-owner Of Insured Premises
 - H. Executors, Administrators, Trustees Or Beneficiaries
 - I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - J. Any Person Or Organization You Are Performing Work For
 - K. Vendors
 - L. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1) A person or organization with respect to liability for:
 - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b. "Personal and advertising injury";
caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

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

F. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

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

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

K. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

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

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

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

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

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

any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:American On-Site Services, LLC
Endorsement Effective Date: 04/22/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage

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

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: American On-Site Services LLC

Endorsement Effective Date: 04/22/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Contractors

AMERICAN ON SITE SERVICES LLC

Owner or tradesperson JOHN CONDON JR
 Doing business as
AMERICAN ON SITE SERVICES LLC

**3808 N SULLIVAN RD BLDG 107A
 SPOKANE VALLEY, WA 99216-0000**

WA UBI No.
604 127 713

Governing persons
**JOHN
 JOSEPH
 CONDON JR**
 JOHN W GILLINGHAM;
 THEODORE S CONDON;

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
972,722-01

Account is current.

Doing business as
AMERICAN ON SITE SERVICES LLC

Estimated workers reported
Quarter 4 of Year 2025 "51 to 75 Workers"

Workers' Comp Account Contact
T0 / RAJ LUKE (360) 902-5535 - Email: LUKE235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.
 Completed the training on 12/10/2020

Contractor Strikes

No strikes have been issued against this contractor.

Can this contractor bid on Public Works projects?

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/28/2026**Committee Agenda type:** Consent**Council Meeting Date:** 06/15/2026

| | | | |
|---|--|--------------------------|-------------|
| | | Date Rec'd | 5/19/2026 |
| | | Clerk's File # | |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | PURCHASING & CONTRACTS | Bid # | ITB 6515-26 |
| Contact Name/Phone | JASON 232-8841 | Requisition # | MASTER |
| Contact E-Mail | JNECHANICKY@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | PDILLON | | |
| Sponsoring at Administrators Request | | NO | |
| Lease? NO | Grant Related? NO | Public Works? YES | |
| Agenda Item Name | MASTER CONTRACT - FIRE EXTINGUISHER & SUPPRESSION SYSTEMS ANNUAL | | |

Agenda Wording

Three-year master maintenance contract with option to renew for an additional one-year period for as-needed fire extinguisher and suppression system annual inspections, testing & maintenance. Estimated spend is \$100,000 per year, plus applicable sales tax. Contractor Pye-Barker Fire & Safety LLC, DBA Fire Protection Specialists was chosen as the lowest responsive, responsible bidder from ITB 6515-26.

Summary (Background)

This contract provides for the annual inspection, testing, & maintenance of fire extinguishers and fire suppression systems located throughout City buildings and facilities. These services are necessary to ensure safety equipment remains operational in the event of an emergency, and compliant with applicable fire codes.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

Contractor to maintain database and records of City extinguishers serviced and provide reports reflecting status upon request.

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

The services resulting from this Contract will help protect City property, support employee and public safety, and ensure City facilities remain functional by maintaining required safety systems in compliance with fire and building code requirements.

Council Subcommittee Review

| | |
|--|--------------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 300,000.00 |
| Current Year Cost | \$ 100,000.00 |
| Subsequent Year(s) Cost | \$ 100,000.00 per yr |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Expense \$ 300,000.00 | # various |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| | |
| Funding Source | Recurring |
| Funding Source Type | Program Revenue |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | NECHANICKY, JASON |
| Division Director | STRATTON, JESSICA |
| Accounting Manager | BUSTOS, KIM |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Additional Approvals | |
| PURCHASING | PRINCE, THEA |
| Distribution List | |
| Ed Bolyard ed.bolyard@firepro-wa.com | karcher@spokanecity.org |
| sam.degenhart@firepro-wa.com | rgraybeal@spokanecity.org |
| laga@spokanecity.org | facilitiesdepartment@spokanecity.org |
| facilitiesaccounting@spokanecity.org | kbustos@spokanecity.org |
| | |



City of Spokane

**MASTER PREVENTATIVE
MAINTENANCE AGREEMENT**

**Title: FIRE EXTINGUISHER AND SUPPRESSION
SYSTEMS ANNUAL INSPECTIONS, TESTING
AND MAINTENANCE SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PYE-BARKER FIRE & SAFETY, LLC, dba FIRE PROTECTION SPECIALISTS**, whose address is 11611 North Molter Road, Suite 202, Liberty Lake, Washington 99019 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Contract is to provide Fire Extinguisher and Suppression Systems Annual Inspections, Testing and Maintenance Services; and

WHEREAS, the Contractor was selected through ITB 6515-26.

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

1. TERM OF CONTRACT.

The term of this Contract begins on June 22, 2026 and ends on June 21, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties not to exceed one (1) additional one year contract period.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in Contractor’s Response to ITB 6515-26, attached as Exhibit B and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications above and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable tax, and in accordance with the Pricing Form contained in Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to the individual City Departments requesting service. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and

telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

7. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable **supplementary Umbrella insurance** coverage combined with 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 Contract; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) upon request of the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

 - 2. Have a current Washington Unified Business Identifier (UBI) number;

 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

 - b. A Washington Employment Security Department number, as required in Title 50 RCW;

 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

22. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

PYE-BARKER FIRE & SAFETY, LLC
dba FIRE PROTECTION SPECIALISTS

CITY OF SPOKANE

By _____
 Signature Date

By _____
 Signature Date

 Type or Print Name

 Type or Print Name

 Title

 Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification

Exhibit B – Contractor’s Response to ITB

26-125

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 actual knowledge and belief, that its officers and directors:
 - 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.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |

EXHIBIT B

Bid Response Summary

Bid Number ITB 6515-26
Bid Title Fire Extinguisher & Suppression Systems Annual Inspections, Testing and Maintenance Services
Due Date Monday, March 30, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Fire Protection Specialists
Submitted By Ed Bolyard - Tuesday, March 24, 2026 1:54:07 PM [(UTC-08:00) Pacific Time (US & Canada)]
 ed.bolyard@firepro-wa.com 509 324-1844

Comments

Question Responses

| Group | Reference Number | Question | Response |
|--------------------|-----------------------------|---|-------------------------|
| Default Item Group | | | |
| | BACKGROUND | The City of Spokane is seeking a contractor to ANNUALLY INSPECT, TEST, MAINTAIN AND REPLACE FIRE EXTINGUISHERS AND FIRE SUPPRESSION SYSTEMS AS NECESSARY FOR CITY BUILDINGS AND VEHICLES, | I acknowledge and agree |
| | CONTRACTOR'S REPRESENTATION | The Contractor by making its Quote represents that it has read and understands the specifications. | I acknowledge and agree |
| | QUALIFICATION | Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City. | I acknowledge and agree |
| | AWARD OF CONTRACT | Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. Unsuccessful Contractors will not automatically be notified of results. | I acknowledge and agree |
| | CONTRACT RENEWALS | Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. The contract resulting from this bid will be for an initial three (3) year period with the option to renew for one (1) additional one (1) year-period with the total contract period not to exceed four (4) years. | I acknowledge and agree |
| | EXECUTION OF CONTRACT | Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor. | I acknowledge and agree |
| | GUARANTEE | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at the contractor's sole expense. This guarantee shall not apply to work which has been abused or neglected by the City. | I acknowledge and agree |

| | | |
|--------------------------------|--|--|
| INVOICING | <ul style="list-style-type: none"> • Invoices must be submitted to the applicable City Department that had requested the service within 30 days of performing services. • Invoices must include the location and type of services performed, using service names consistent with those specified in this bid whenever possible. If the invoicing system cannot accommodate an exact match to the bid service names, the vendor may propose an alternative format or supplemental documentation, subject to City approval, that provides sufficient detail to verify contract pricing. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. • Invoices shall reference and list OPR #2026-XXXX and approved Intent to Pay Prevailing Wage Number. • Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. | I acknowledge and agree |
| PAYMENT | Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. | I acknowledge and agree |
| REJECTION OF QUOTES | The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown. | I acknowledge and agree |
| CONTRACTOR REGISTRATION | The Contractor shall be a Washington State registered or licensed contractor at time of Quote submittal. | I acknowledge and agree |
| LIQUIDATED DAMAGES | If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted. | I acknowledge and agree |
| COMPLETION TIME | Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor. | I acknowledge and agree |
| CONTRACTOR CONTACT INFORMATION | Please indicate Name, Telephone Number and E-Mail address for the person submitting this Quote response. | Ed Bolyard 509 998-6928 ed.bolyard@firepro-wa.com |
| CONTRACTOR CONTACT INFORMATION | Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City. | Ed Bolyard 509 998-6928 ed.bolyard@firepro-wa.com |
| | | |

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|---------------------------|--|-------------------------|
| EXCEPTIONS | If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to. | |
| ADDITIONAL INFORMATION | If you have additional information/documents to submit, upload them here. | |
| PUBLIC WORKS REQUIREMENTS | | |
| A. | The work under this contract is classified as routine maintenance under state law. | I acknowledge and agree |
| 1. | A payment/performance bond is NOT required | I acknowledge and agree |
| 2. | Statutory retainage is NOT required | I acknowledge and agree |
| B. | Prevailing Wage | Yes |
| 1. | The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). | I acknowledge and agree |
| | | |

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|----|---|-------------------------|
| 2. | <p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 03/30/2026. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p> | I acknowledge and agree |
| C. | Apprenticeship | Yes |
| 1. | If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages. | I acknowledge and agree |
| D. | Statement of Intent | No |
| 1. | <p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p> | I acknowledge and agree |
| E. | Filing Fees | Yes |

| | | |
|------------------------|--|---------------------------------------|
| 1. | The Contractor is responsible for payment of the fees required for the Statements of Intent to Pay Prevailing Wages Form and the Affidavits of Wages Paid Form and shall make all applications directly to L & I. | I acknowledge and agree |
| F. | Department of Labor and Industries' Public Works and Prevailing Wage Training | Yes |
| 1. | As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 | I acknowledge and agree |
| G. | Prevailing Wages Multi-Year Contracts and Extensions | Yes |
| 1. | For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620 | I acknowledge and agree |
| GENERAL CONDITIONS | | |
| #1 | Contractor acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. | I acknowledge and agree |
| TECHNICAL REQUIREMENTS | | |
| Performance | The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work. | I acknowledge and agree |
| Performance | PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies. | I acknowledge and agree |
| Professionalism | Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices. | I acknowledge and agree |
| Scope of Work | SUBCONTRACTORS. The Contractor shall not award work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree |
| Scope of Work | Download and complete the Subcontractor List in the "Documents" tab and upload it here. Even if no subcontracts are to be used, the form still needs to be completed. | Subcontractor List under \$1M (3).pdf |
| Scope of Work | Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. | I acknowledge and agree |

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| Scope of Service | Scope of Work The winning Contractor shall receive a unit priced contract. Upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual services performed. Resulting contract may be used various City Departments. | I acknowledge and agree |
| Scope of Service | Quantities are estimates only and are not to be construed as firm or guaranteed. Actual usage may be more or less. From the Document tab bidder has reviewed " ITB 6515-26 Estimated Extinguisher and Suppression System Counts." | I acknowledge and agree |
| Scope of Work | Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City to request services. Enter representative's name, phone number, and Email Address. | Ed Bolyard 509 998-6928 ed.bolyard@firepro-wa.com |
| Scope of Work - Service Requirement 1 | Inspection will take place annually the same month each year for each department's buildings. Inspections may also involve extinguishers located in department vehicles. Technician will call 2+ weeks in advance of inspection due date to schedule an appointment to inspect fire extinguishers in city vehicles or buildings. A contact for each department will be provided to coordinate scheduling. | I acknowledge and agree |
| Scope of Work - Service Requirement 2 | Technician will confirm appointment 1+ day before arrival. | I acknowledge and agree |
| Scope of Work - Service Requirement 3 | Technician will check in before starting inspections. | I acknowledge and agree |
| Scope of Work - Service Requirement 4 | Technician will wear a yellow or orange reflective safety vest while on exterior grounds. | I acknowledge and agree |
| Scope of Work - Service Requirement 5 | Technician will provide replacement parts or complete units as necessary. | I acknowledge and agree |
| Scope of Work - Service Requirement 6 | All fire extinguishers will be charged and operational after inspection, and any repairs or replacements will be completed. If an extinguisher must be removed from the site for any reason, a loaner unit shall be provided and left in its place for use. | I acknowledge and agree |
| Scope of Work - Service Requirement 7 | Tags will be signed and dated during inspection. | I acknowledge and agree |
| Scope of Work - Service Requirement 8 | All work is to be done according to NFPA 10 Fire Standards and comply with city and state codes. | I acknowledge and agree |
| Scope of Work - Building Requirements 1 | Inspections need to be scheduled during the building's hours of operation. These hours will be communicated by the department contact. | I acknowledge and agree |
| Scope of Work - Building Requirements 2 | If available, a map of extinguishers and their locations will be provided to the technician by the department. Technician may request maps from the department. | I acknowledge and agree |
| Scope of Work - Building Requirements 3 | Technician will notify department if any additional extinguishers need to be installed in the building due to code changes, etc. | I acknowledge and agree |

| | | |
|--|--|-------------------------|
| Scope of Work - Vehicle Requirements 1 | Many city vehicles are not accessible during day time business hours. Inspection will likely need to take place either on specific days or in the afternoon/evenings for certain departments. When services must be performed outside normal business hours due to access restrictions or operational needs, the Contractor may apply an after-hours markup to the applicable fixed unit price for services. The percentage markup above fixed price or fixed fee should be entered in the pricing form. | I acknowledge and agree |
| Scope of Work - Vehicle Requirements 2 | Some inspections may need to take place over the course of a few days. | I acknowledge and agree |
| INVENTORY LIST | The Contractor shall maintain an inventory list of all City fire extinguishers, including the associated building and/or department, identifier, current service status, and next required service date. At the conclusion of the contract period, the City shall have the right to request a final report reflecting the current status of all identified extinguishers. If a cost is initially required to build this inventory list, contractor to specify in the pricing Form. | I acknowledge and agree |
| PRICING | | |
| Evaluating | For evaluation purposes we are using unit pricing for inspections, services and equipment/major parts. The bidder shall complete pricing located on the excel document titled "ITB 6516-26 Pricing Form". Pricing for services must account for the payment of prevailing wages when applicable. The price list for this bid has been simplified to ease evaluation of best cost for services requested. If appropriate, during the contract negotiation step, a more detailed itemized list may be created as an exhibit to the contract. | I acknowledge and agree |
| Unit Priced Services | Contractor's "Price Each" is to be inclusive of all costs required to complete the service and must account for the payment of prevailing wage when applicable. Consumables or incidental parts (tags, washers, seals, valves, etc.) should be included in the service price and not invoiced separately. The City will not accept a separate prevailing wage line item on invoices, it must be accounted for in the unit pricing for services. | I acknowledge and agree |
| After-Hours Services | When services must be performed outside normal business hours due to access restrictions or City operational needs, the Contractor may apply an after-hours markup to the applicable fixed unit price for services. Enter % markup above fixed unit price or fixed fee for services in the pricing form document. The price entered for afterhours markup will not be a part of pricing evaluation and will be used for contract reference only. Define what constitutes after hours for your company in the text area here. | 20% |
| Unspecified Services | For services not specified in the pricing form that may arise during the life of the contract, contractor shall specify hourly rate in the pricing form document. The hourly rate will not be a part of pricing evaluation and will be used for contract reference only. | I acknowledge and agree |

| | | |
|----------------------------------|--|-----------------------------------|
| Parts | Contractor to provide price each for common fire extinguishers, chemicals and nozzles referenced in the pricing tab. Consumables or incidental parts (tags, washers, seals, valves, etc.) should be included in the service price and not invoiced separately. The price entered for parts will not be a part of pricing evaluation and will be used for contract reference only. | I acknowledge and agree |
| Unspecified Major Parts | For major parts and equipment not specified in the pricing tab, contractor shall specify % markup above cost. Enter % markup in the pricing form document. The percentage markup for parts will not be a part of pricing evaluation and will be used for contract reference only. | I acknowledge and agree |
| Freight | All freight cost associated with parts will be invoiced at cost, with no mark up will be allowed for freight cost. All freight cost invoices must be supported by freight bill. | I acknowledge and agree |
| Additional Fees | Bidder acknowledges ALL expenses that could be incurred are stated on pricing form under the ADDITIONAL FEES section. No other costs will be allowed if not listed. Bidder must clearly specify and define when fees would apply. Additional charges will not be included in the evaluation of bids, unless such charges result in a significant increase in the total cost to the City. | I acknowledge and agree |
| Additional Fees | The City may have multiple buildings on the same campus, each with a different address, and sometimes multiple departments within a single campus. Assuming services are scheduled on the same day for a campus, bidder to specify how/when additional fees listed on the pricing form would apply. | No Additional Fees |
| Bid Offer | The price(s) listed on the pricing form of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. | I acknowledge and agree |
| Pricing Form Upload | The Excel file in the documents section named "ITB 6516-26 Pricing Form" shall be downloaded and completed. Upload your completed pricing form document here. | ITB 6515-26 Pricing Form (3).xlsx |
| Withdrawal of Quote | The Contractor agrees that its Quote will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date. | I acknowledge and agree |
| Addenda | Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Quote. (enter 0 if none have been issued): | 1 |
| CONTRACTOR RESPONSIBILITY | | |
| #1 | Provide Washington State Contractor's Registration No. | FIREPSL014CC |
| #2 | Provide Contractor's U.B.I. Number | 601-925-323 |
| #3 | Provide Contractor's Washington Employment Security Department Number | 000-066199-00-9 |
| #4 | Provide Contractor's Washington Excise Tax Registration Number | 601-925-323 |
| #5 | Provide Contractor's City of Spokane Business Registration Number | T12048684BUS |

| | | |
|---|--|--|
| <p>Supplemental Bidder Responsibility Criteria</p> | <p>Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder for award of this contract. After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.</p> | <p>I acknowledge and agree</p> |
| <p>Supplemental Bidder Responsibility Criteria</p> | <p>Bidders can choose to Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From the Bid Documents tab and complete ahead of time. If you choose to complete ahead of time, please upload document here.</p> | <p>ITB 6515-26 Supplemental Bidder Responsibility Criteria and Work Experience Form (4).docx</p> |
| <p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</p> | | |
| <p>#1</p> | <p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p> | <p>I acknowledge and agree</p> |

ITB 6515-26 Fire Extinguisher & Suppression Systems Annual Inspections, Testing and Maintenance - Pricing Form

This pricing form is being used to evaluate Contractor pricing for services listed. The quantities provided are estimates only. The pricing for parts (Common Extinguishers and Suppression System Known Parts & Chemicals) will not be used in price evaluation, they are used as a reference for contract pricing only. Percentage markups and other additional charges will not be included in the evaluation of bids, unless such charges result in a significant increase in the total cost to the City.

The specific services listed may not include all services required by the City of Spokane; they are provided for evaluation of pricing for servicing of common extinguishers used by the City. The City may request the low bidder to provide a comprehensive price list before contract award.

The service pricing entered below shall account for the payment of prevailing wages where applicable. Prevailing Wage shall be accounted for in the Contractors price for service and not charged as a seperate line item on invoices.

| Common Extinguishers | Qty | Vendor Item# | Price EA |
|---|------------|---------------------|-----------------|
| B417 - 2.5# ABC | 1 | | \$63.00 |
| B402 - 5# ABC | 1 | | \$80.00 |
| B402T - 5# ABC | 1 | | \$89.00 |
| B456 - 10# ABC with hanger - Aluminum Valve | 1 | | \$98.00 |
| B441 - 10# ABC - Brass Valve | 1 | | \$190.00 |
| 720 - 10# ABC HF | 1 | | \$175.00 |
| 760 - 20# ABC HF | 1 | | \$272.00 |
| 722 - Amerex 10# Purple K HF | 1 | | \$182.00 |
| 440930 - Ansul 20# Purple-K HF | 1 | | \$299.95 |
| 27596 - Amerex 6L WC Kclass | 1 | | \$326.00 |
| 434909 - Ansul 6L Kclass | 1 | | \$260.00 |
| 322 - 5# CO2 | 1 | | \$298.00 |
| 330 - 10# CO2 | 1 | | \$342.00 |

| | |
|---|----------------------|
| For major parts and equipment not specified in this bid, contractor shall specify % markup above cost. | % Markup: <u>20%</u> |
|---|----------------------|

| Extinguisher Services | Estimated Annual Quantity | Vendor Item# | Price EA |
|--|----------------------------------|---------------------|-----------------|
| Annual Inspection | 1200 | | \$8.00 |
| 6 year - Dry Chemical Extinguisher - 2.5lb | 40 | | \$24.00 |
| 6 year - Dry Chemical Extinguisher - 5lb | 40 | | \$24.00 |
| 6 year - Dry Chemical Extinguisher - 10lb | 40 | | \$24.00 |
| 6 year - Dry Chemical Extinguisher - 20lb | 40 | | \$26.00 |
| Recharge - Dry Chemical Extinguisher - 2.5lb | 10 | | \$26.00 |
| Recharge - Dry Chemical Extinguisher - 5lb | 10 | | \$26.00 |
| Recharge - Dry Chemical Extinguisher - 10lb | 10 | | \$26.00 |
| Recharge - Dry Chemical Extinguisher - 20lb | 10 | | \$26.00 |

| | | | |
|--|----|--|----------|
| Hydrostatic Test - Dry Chemical Extinguisher - 2.5lb | 20 | | \$32.00 |
| Hydrostatic Test - Dry Chemical Extinguisher - 5lb | 20 | | \$36.00 |
| Hydrostatic Test - Dry Chemical Extinguisher - 10lb | 20 | | \$36.00 |
| Hydrostatic Test - Dry Chemical Extinguisher - 20lb | 20 | | \$38.00 |
| 6 year - Halon/Halotron Extinguisher - 15lb | 15 | | \$150.00 |
| Recharge - Halon/Halotron Extinguisher - 15lb | 5 | | \$480.00 |
| Hydrostatic Test - Halon/Halotron Extinguisher - 15lb | 10 | | \$480.00 |
| 6 Year - CleanGuard - 13.25lb | 5 | | \$150.00 |
| Recharge - CleanGuard - 13.25lb | 5 | | \$315.00 |
| Hydro Test - CleanGuard - 13.25lb | 5 | | \$360.00 |
| Recharge - CO2 Extinguisher - 15lb | 5 | | \$89.00 |
| Recharge - CO2 Extinguisher - 20lb | 5 | | \$98.00 |
| Hydrostatic Test - CO2 Extinguisher - 15lb | 10 | | \$120.00 |
| Hydrostatic Test - CO2 Extinguisher - 20lb | 10 | | \$120.00 |
| Hydrostatic Test - Ansul K-Class Extinguisher - 1.8G (6L) | 5 | | \$89.00 |
| Hydrostatic Test - Amerex K-Class Extinguisher - 1.8G (6L) | 5 | | \$89.00 |
| Hydrostatic Test - Amerex K-Class Extinguisher - 2.5G | 5 | | \$120.00 |
| Hydrostatic Test - Water Mist Extinguisher - 6L (1.75G) | 5 | | \$138.00 |
| Hydrostatic Test - Water Mist Extinguisher - 2.5G | 5 | | \$89.00 |

When services must be performed outside normal business hours due to access restrictions or City operational needs, the Contractor may apply an after-hours markup to the applicable fixed unit price for services. Enter % markup above fixed price or a fixed fee.

% Markup or Fixed Fee _____ 20% _____

For services not specified in the pricing tab that may arise during the life of the contract, contractor shall specify hourly rate.

\$ Hourly Rate: _____ \$150.00 _____

| Supression System Known Parts & Chemicals | Qty | Vendor Item# | Price EA |
|---|-----|--------------|----------|
| 443325 - Ansul Nozzle 2w | 1 | | \$63.00 |
| 079372 - Ansulex 3-Gallon Chemical | 1 | | \$280.00 |
| 005373 - Ansul Cartridge Nitrogen | 1 | | \$120.00 |

For major parts and equipment not specified in this bid, contractor shall specify % markup above cost.

% Markup: _____ 20% _____

| Suppression System Services | Estimated Annual Quantity | Vendor Item# | Price EA |
|--|---------------------------|--------------|------------|
| Semi-Annual Suppression System inspection | 20 | | \$250.00 |
| Suppression System Hydrostatic Testing - 12 Year Service | 2 | | \$1,450.00 |

For services not specified in the pricing tab that may arise during the life of the contract, contractor shall specify hourly rate.

\$ Hourly Rate: _____ \$150.00 _____

ADDITIONAL FEES

Contractor shall specify any additional fees that may apply to extinguisher services in the table below. If not specified here, additional charges will not be allowed for the contract. Specify if any cost will be required to build the initial inventory/location list.

Percentage markups and other additional charges will not be included in the evaluation of bids, unless such charges result in a significant increase in the total cost to the City.

| Additional Fee Description - Thoroughly Explain Fee & Identify how/when it would be charged | Price |
|--|-----------------------|
| Travel labor to service locations- | \$75.00/hr |
| Negotiated flat \$45 per location travel fee. Only one travel fee will be charged for locations with multiple buildings scheduled for service on the same day. - KA 04/16/26 | \$45 Flat Fee |
| | |
| | |
| | |
| | |



< Business Lookup

License Information:

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

Entity name: PYE-BARKER FIRE & SAFETY, LLC

Business name: FIRE PROTECTION SPECIALISTS

Entity type: [Limited Liability Company](#)

UBI #: 604-541-987

Business ID: 001

Location ID: 0011

Location: Active

Location address: 1611 N MOLTER RD
STE 202
LIBERTY LAKE WA 99019-9484

Mailing address: PO BOX 12487
OGDEN UT 84412-2487

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 |
|--|-----------|-------|---------|---------|-----------------|---------------------|
| Lynden General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Moses Lake General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Newport General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Othello General Business - Non-Resident | | | | Active | Apr-30-2027 | May-14-2026 |
| Pasco General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Pullman General Business - Non-Resident | | | | Active | Apr-30-2027 | May-14-2026 |
| Quincy General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Richland General Business - Non-Resident | | | | Active | Apr-30-2027 | May-15-2026 |
| Spokane General Business - Non-Resident | | | | Active | Apr-30-2027 | May-14-2026 |
| Spokane Valley General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Walla Walla General Business - Non-Resident | | | | Active | Apr-30-2027 | May-14-2026 |



| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|-----------|-------|---------|---------|-----------------|---------------------|
| Wenatchee General Business - Non-Resident | | | | Pending | Apr-30-2027 | |
| Yakima General Business - Non-Resident | | | | Active | Apr-30-2027 | May-14-2026 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|---------|
| BAILEY, MICHAEL | CFO |
| DIRX CHRIS | CFO |
| MITCHELL, LACEY | Manager |
| PROCTOR, BARTON A. | Manager |

Registered Trade Names

| Registered trade names | Status | First issued |
|-----------------------------|--------|--------------|
| CASCADE ALARM | Active | Mar-02-2026 |
| CASCADE FIRE & SECURITY | Active | Mar-02-2026 |
| FIRE PROTECTION SPECIALISTS | Active | May-14-2026 |
| MOON SECURITY | Active | Mar-02-2026 |
| MOORE FIRE PROTECTION | Active | May-07-2025 |



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/18/2026 12:15:49 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2026

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 Marsh & McLennan Agency LLC 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612 | CONTACT NAME: PHONE (A/C, No, Ext): 919-782-1840 | | FAX (A/C, No): |
| | E-MAIL ADDRESS: macertrequest@MarshMMA.com | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: ACE American Insurance Company | | | 22667 |
| INSURER B: Axis Surplus Insurance Company | | | 26620 |
| INSURER C: ACE Property & Casualty Insurance Co | | | 20699 |
| INSURER D: Allied World Assurance Co (U.S.) Inc. | | | 19489 |
| INSURER E: Berkley Assurance Company | | | 39462 |
| INSURER F: Zurich American Insurance Company | | | 16535 |

INSURED
 Pye-Barker Fire & Safety, LLC
 dba Fire Protection Specialists, LLC
 2500 Northwinds Parkway, Suite 200
 Alpharetta GA 30009

PYEBARKE

COVERAGES

CERTIFICATE NUMBER: 1584967669

REVISION NUMBER:


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|-----------|----------|---|----------------------------------|----------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Tort <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | XSLG49371925 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | ISAH11381935 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ See below | | | P00100142892102 XEUG49372462001 | 1/1/2026 1/1/2026 | 1/1/2027 1/1/2027 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 10,000,000 each occ \$10,000,000 agg |
| A A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WLRC72802688 SCFC7280269A | 1/1/2026 1/1/2026 | 1/1/2027 1/1/2027 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER WA Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D E F | Pollution/Professional Liability Excess Poll/Prof Liability Installation Floater | | | 03149613 ECAB50310250126 CPP250991303 | 1/1/2026 1/1/2026 1/1/2026 | 1/1/2027 1/1/2027 1/1/2027 | \$5,000,000/Occ & Agg \$5,000,000/Occ & Agg \$500,000 Prof Retro: 1/1/22 Stored Materials |

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

Workers Compensation includes Stop Gap Liability for WA, WY, OH and ND
 Crime Policy Number: P00100062647505 06/09/2025-06/09/2026 Limit: \$3,000,000 Carrier: AXIS Insurance Company NAIC: 37273
 Cyber Liability Policy Number: CYR108247668900 01/01/2026-01/01/2027 Limit: \$5,000,000 Carrier: Travelers Excess and Surplus Lines Co NAIC: 29696
 Leased&Rented Equipment Policy Number: CPP250991303 01/01/2026-01/01/2027 Limit: \$500,000 maximum Carrier:F
 Pollution is occurrence based. Professional liability is claims made. 1/1/22 Retro date
 SCFC7280269A is WI only. General liability medical expense coverage is available when required in a written contract.
 XEUG49372462001 has a \$25,000 retention
 City of Spokane, its officers and employees are included as Additional Insured under the General Liability and Automobile Liability with respect to work
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201-3304 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------------|-----------|---|--|
| AGENCY Marsh & McLennan Agency LLC | | NAMED INSURED Pye-Barker Fire & Safety, LLC dba Fire Protection Specialists, LLC 2500 Northwinds Parkway, Suite 200 Alpharetta GA 30009 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | (Empty) | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

performed by the insured if required by written contract for the referenced job and/or contract. Ongoing & Completed Operations applies to the General Liability Policy. Coverage is on a Primary and Non-Contributory basis. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

| | | | |
|---|-------------------------------|--|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol | Policy Number ISAH11381935 | Policy Period 1/1/2026 to 1/1/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

| | | | |
|---|----------------------------|---------------------------------------|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol ISA | Policy Number H11381935 | Policy Period 1/1/2026 to 1/1/2027 | Effective Date of Endorsement 1/1/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Schedule

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

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

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

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



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

| | | | |
|---|----------------------------|---------------------------------------|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol ISA | Policy Number H11381935 | Policy Period 1/1/2026 to 1/1/2027 | Effective Date of Endorsement 1/1/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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



Authorized Representative

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

| | | | |
|---|----------------------------|---|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 01/01/2026 to 01/01/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. | All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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



Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

| | | | |
|---|----------------------------|---|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 01/01/2026 to 01/01/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss | All locations where you perform work for such additional insured pursuant to any such written contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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



Authorized Representative

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

| | | | |
|---|----------------------------|---|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 01/01/2026 to 01/01/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

| Name Of Additional Insured Person(s) or Organization(s) | Location(s) of Covered Operations |
|--|--|
| Any entity requiring additional insured status through the use of the 07/04 edition date of CG2010 or an equivalent form, pursuant to a written contract executed prior to the date of loss. | All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract. |

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location(s) designated above.

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

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the covered operations has been completed: or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

| | | | |
|---|----------------------------|---|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 01/01/2026 to 01/01/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Any entity requiring additional insured status through the use of the 10/01 edition date of CG2010 or an equivalent form, pursuant to a written contract executed prior to the date of loss.

- A. **SECTION II – WHO IS AN INSURED** of this policy is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This policy does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

| | | | |
|---|----------------------------|---|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 01/01/2026 to 01/01/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location and Description of Completed Operations |
|--|---|
| Any entity requiring additional insured status through the use of the 07/04 edition date of CG2037 or an equivalent form, pursuant to a written contract executed prior to the date of loss. | All locations where you perform work for such additional insured pursuant to any such written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

| | | | |
|---|----------------------------|---|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 01/01/2026 to 01/01/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location and Description of Completed Operations |
|--|---|
| Any entity requiring additional insured status through the use of the 10/01 edition date of CG2037 or an equivalent form, pursuant to a written contract executed prior to the date of loss. | All locations where you perform work for such additional insured pursuant to any such written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

ADDITIONAL INSURED - VENDORS

| | | | |
|---|----------------------------|---------------------------------------|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 1/1/2026 to 1/1/2027 | Effective Date of Endorsement 1/1/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY**

SCHEDULE

Your Products: All of "your products" subject to all other terms and conditions of this policy

Name of Person(s) or Organization(s) (Vendor): Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. 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) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. 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.

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

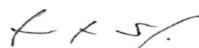
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT:

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

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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



Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

| | | | |
|---|----------------------------|---------------------------------------|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 1/1/2026 to 1/1/2027 | Effective Date of Endorsement 01/01/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

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

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

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

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



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

| | | | |
|---|----------------------------|---------------------------------------|---|
| Named Insured Pye-Barker Fire & Safety, LLC | | | Endorsement Number |
| Policy Symbol XSL | Policy Number G49371925 | Policy Period 1/1/2026 to 1/1/2027 | Effective Date of Endorsement 1/1/2026 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY**

SCHEDULE Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract

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

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

All Other Terms And Conditions Remain Unchanged.



Authorized Representative