

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 15, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of June 15, 2026:

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

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

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, June 12, 2026, and ending at 6:00 p.m. on Monday, June 15, 2026, via the online testimony sign-up form link which can be accessed by clicking <https://my.spokanecity.org/citycouncil/meetings/signup/> or in person outside council chambers beginning at 8:00 a.m. on June 15, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE



FINAL COUNCIL AGENDA MEETING OF MONDAY, JUNE 15, 2026

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER SARAH DIXIT

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER KATE TELIS

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

Adopted by Spokane City Council on the 22nd day of March, 2021

via Resolution 2021-0019

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

CITY COUNCIL AGENDA: The City Council agendas may be obtained prior to Council Meetings by accessing the [City's website](https://my.spokanecity.org/citycouncil/documents/). (<https://my.spokanecity.org/citycouncil/documents/>)

AGENDA REVIEW SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Arts Commission: Four Appointments – Kayleigh Dittimore, Trevor Iwata, Sybil MacDonald, and Laura Rau Confirm CPR 1981-0043

REPORTS, CONTRACTS, AND CLAIMS

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

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

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|---------------|
| 1. Contract Extension with Loomis Armored US, LLC (Houston TX) for armored car services from May 23, 2026, through May 22, 2028—\$95,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Jessica Stratton | Approve | OPR 2024-0552 |
| 2. Contract with Mitchell Humphrey & Company (Greenwood Village, CO) for annual maintenance and support of the City's Financial Management System (FMS) from July 1, 2026, through June 30, 2027—\$102,904 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Peggy Lund | Approve | OPR 2026-0517 |
| 3. Conditional Pavement to People Contract with Millennium Monroe, LLC, for the property located at 2002 N. Monroe Street, to create 43 workforce housing | Approve | OPR 2026-0518 |

units using the sales and use tax deferral for the property identified as Assessor's parcel number 35073.1212, commonly known as 2002 N. Monroe Street, Spokane, WA. (Council Sponsors: Council Members Zappone and Dixit)

Jackie Johnsen

- 4. Multiple Family Housing Property Tax Exemption Conditional Agreement with Millennium Monroe 2 for the property located at 2002 N. Monroe Street, to create 43dwelling units. Following construction, the project intends to finalize under the 8-year exemption. The Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Zappone and Dixit) Approve OPR 2026-0519

Jackie Johnsen

- 5. Master Contract Renewal with American Onsite Services, LLC (Spokane Valley, WA) for portable toilet and hand wash station rental services to support ongoing operations for multiple departments from July 1, 2026, through June 30, 2027—estimated annual amount \$200,000 (plus tax). (Council Sponsor: Council Member Dillon) Approve OPR 2022-0304 RFP 5933-22

Jason Nechanicky

- 6. Three-year Master Preventative Maintenance Agreement with Pye-Barker Fire & Safety, LLC, dba Fire Protection Specialists (Liberty Lake, WA) for fire extinguisher and suppression systems annual inspections, testing, and maintenance services from June 22, 2026, through June 21, 2029—estimated annual amount \$100,000 (plus tax). (Council Sponsor: Council Member Dillon) Approve OPR 2026-0520 ITB 6515-26

Jason Nechanicky

- 7. Report of the Mayor of pending: Approve & Authorize Payments
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 5, 2026, total \$8,306,489.10, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,664,800.61. CPR 2026-0002
 - b. Payroll claims of previously approved obligations through June 6, 2026: \$10,723,653.53. CPR 2026-0003

- | | | |
|--|----------------|------------------------------|
| 8. Minutes: | Approve
All | |
| a. City Council Meeting Minutes: June 1, 2026. | | CPR 2026-0013 |
| b. City Council Special Meeting Minutes: June 5, 2026. | | CPR 2026-0013 |
| 9. Low Bid of Shamrock Paving, Inc., (Spokane) for 2026 Local Access Grind & Overlay & Chipseal - \$2,622,000. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)
Dan Buller

(Deferred to the June 15, 2026, Agenda, from June 8, 2026, Agenda, during June 1, 2026, 3:30 p.m. Agenda Review Session) | Approve | OPR 2026-0494
ENG 2026044 |
| 10. Public Works Agreement with Contract Design (Spokane) utilizing the Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No.2020000622 and Fellowes Inc, Contract R221001 to provide project design, project management and installation of modular furniture on the fourth floor of City Hall from July 1, 2026, through January 31, 2027—\$136,361.86 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone)
Dave Steele

(Deferred to June 15, 2026, Agenda, from June 8, 2026, Agenda, during June 8, 2026, 3:30 p.m. Agenda Review Session) | Approve | OPR 2026-0489 |

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Council Sponsors request motion to suspend Council Rules to add the following item (ORD C36887):

ORD C36887 Imposing an immediate one-year citywide moratorium on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, setting a public hearing; and declaring an emergency. (Council Sponsors: Council Members Dixit, Telis, and Dillon)
Sarah Dixit

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0040 (To be considered under Hearings Item H1.)
RES 2026-0041 Approving settlement of claims made by Andrei Johnson—\$200,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Michael Piccolo

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

ORD C36884 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. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)
Alex Scott

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION

S1. Recommendations from the Tourism and Cultural Investment Committee for Fall 2026 funding allocations. (Council Sponsor: Council Member Zappone)
Jackson Deese Approve OPR 2026-0521

HEARINGS

RECOMMENDATION

<p>H1. Hearing on Resolution 2026-0040 adopting the 2027-2032 Six-Year Comprehensive Street Program. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Kevin Picanco</p>	<p>Hold Hearing/ Close Hearing/ Adopt Upon Roll Call Vote</p>	<p>RES 2026-0040 ENG 2026015</p>
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OPEN FORUM

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

ADJOURNMENT

The June 15, 2026, Regular Legislative Session of the City Council will be held and is adjourned to 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, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



NOTES

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Council Meeting Date:** 06/15/2026

Date Rec'd		5/21/2026
Clerk's File #		CPR 1981-0043
Cross Ref #		
Project #		
Submitting Dept	MAYOR	Bid #
Contact Name/Phone	ADAM 6779	Requisition #
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	
Agenda Item Type	Boards and Commissions	
Council Sponsor(s)		
Sponsoring at Administrators Request		NO
Lease? NO	Grant Related? NO	Public Works? NO
Agenda Item Name	APPOINTMENT OF KAYLEIGH DITTEMORE TO THE ARTS COMMISSION	

Agenda Wording

Appointment of Kayleigh Dittimore to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

Summary (Background)

Appointment of Kayleigh Dittimore to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<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	
Legal	
For the Mayor	PICCOLO, MIKE
Distribution List	



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 06/15/2026

Date Rec'd 5/21/2026

Clerk's File # CPR 1981-0043

Cross Ref #

Project #

Submitting Dept MAYOR

Bid #

Contact Name/Phone ADAM 6779

Requisition #

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO

Public Works? NO

Agenda Item Name APPOINTMENT OF TREVOR IWATA TO THE ARTS COMMISSION

Agenda Wording

Appointment of Trevor Iwata to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

Summary (Background)

Appointment of Trevor Iwata to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<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>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	PICCOLO, MIKE
Distribution List	



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 06/15/2026

Date Rec'd 5/21/2026

Clerk's File # CPR 1981-0043

Cross Ref #

Project #

Submitting Dept MAYOR

Bid #

Contact Name/Phone ADAM 6779

Requisition #

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO

Public Works? NO

Agenda Item Name APPOINTMENT OF SYBIL MACDONALD TO THE ARTS COMMISSION

Agenda Wording

Appointment of Sybil Macdonald to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

Summary (Background)

Appointment of Sybil Macdonald to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<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	
Legal	
For the Mayor	PICCOLO, MIKE
Distribution List	



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 06/15/2026

Date Rec'd 5/21/2026

Clerk's File # CPR 1981-0043

Cross Ref #

Project #

Submitting Dept MAYOR

Bid #

Contact Name/Phone ADAM 6779

Requisition #

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO

Public Works? NO

Agenda Item Name APPOINTMENT OF LAURA RAU TO THE ARTS COMMISSION

Agenda Wording

Appointment of Laura Rau to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

Summary (Background)

Appointment of Laura Rau to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

**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
Additional Approvals	
Distribution List	
Ben.hatch@us.loomis.com	Brad.Ernster@us.loomis.com
laga@spokanecity.org	jnechanicky@spokanecity.org
jstratton@spokanecity.org	wthorne@spokanecity.org

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
<small>1 -Occasional On Call for Mondays</small>		
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



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:

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

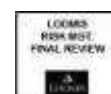
CATEGORY 1: ARMORED CAR SERVICES		%
Diesel No. 2	WPU05730302	40
Armored Car Guards	CEU4349200003	60
CATEGORY 2: SMART SAFE WITH ARMORED CAR SERVICES		



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.

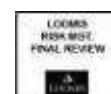


- 6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 6.3. BACKGROUND CHECKS. Contractor, its agents, employees, or subcontractors shall comply 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:

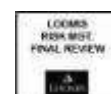
Email: descontractsteamapple@des.wa.gov

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



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	<input checked="" type="checkbox"/> 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"/> OTH-ER
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

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**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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2026

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

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

PRODUCER MARSH USA LLC 500 Dallas St., Suite 1500 Houston, TX 77002	CONTACT NAME: Marsh USA Inc.	FAX (A/C, No):
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: Houston.Certs@marsh.com
CN102019889-LOOMI-CARGO-25-	INSURER(S) AFFORDING COVERAGE	
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	INSURER A : (See Attached)	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC #

COVERAGES**CERTIFICATE NUMBER:**

HOU-003887033-17

REVISION NUMBER: 26

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo			See Attached	09/30/2025	09/30/2026	Limit: 2,000,000

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 is included as Loss Payee where required by written contract and allowed by law.

The Chubb primary policy type is a "legal liability and all risks insurance providing coverage while in transit or at rest or in storage worldwide"

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 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.



< **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

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**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 #

OPR 2026-0517

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 07/01/2026 through 06/30/2027. 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.

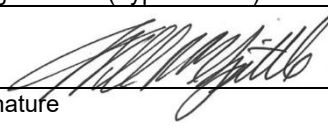
<u>Mitchell Humphrey & Co.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Annual Maintenance & Support of Financial Management System</u> Program Title (Type or Print)
<u>William Spittle</u> Name of Certifying Official (Type or Print)	 Signature
<u>CFO</u> Title of Certifying Official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

6400 S Fiddlers Green Circle Ste 100 PMB 723, Greenwood Village, CO 80111



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,

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

Miguel Blanco
Director, Finance

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



< 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

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)

5/7/2026

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.

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.

Table with 2 main columns: PRODUCER (Christensen Group, Inc.) and CONTACT NAME (Matt Razidlo). Includes details for INSURED (Mitchell Humphrey & Co) and INSURER(S) (Travelers Property Casualty Company Of America, The Phoenix Insurance Company, Crum & Forster Specialty Ins Co).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Tech E&O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as an Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Spokane) and 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. Includes signature of authorized representative).

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Date Rec'd**

4/28/2026

Clerk's File #

OPR 2026-0518

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

PLANNING SERVICES

Bid #**Contact Name/Phone**

JACKIE 6986

Requisition #**Contact E-Mail**

JJOHNSEN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE SDIXIT

Sponsoring at Administrators Request

NO

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

PAVEMENT TO PEOPLE CONDITIONAL AGREEMENT WITH 2002 N MONROE

Agenda Wording

Conditional Pavement to People contract with Millennium Monroe LLC, for the property located at 2002 N Monroe, to create 43 workforce housing units using the sales and use tax deferral. For the property identified as Assessor's Parcel Number 35073.1212, commonly known as 2002 N Monroe St, Spokane, WA.

Summary (Background)

RCW 82.92 authorizes the Tax Deferrals for Underdeveloped Urban Land Redevelopment, known as Pavement to People (P2P), to certify qualified properties for this sales and use tax deferral. The City adopted this incentive in 2023 and SMC 08.07D outlines Spokane's P2P Program and project eligibility requirements. Staff has determined that the Millennium Monroe LLC application meets the project eligibility requirements outlined in SMC 08.07D.040. The application proposes to create 43 residential units on the property at 2002 N Monroe St., within the Emerson Garfield neighborhood (District 3). The property is zoned CC2-DC, and the proposed use is allowed. This Conditional Agreement authorizes the City to enter into the Pavement to People Sales and Use Tax Deferral Conditional Agreement, which will ultimately result in the issuance of a final certificate of approval to be filed with the Washington State Department of Revenue.

What impacts would the proposal have on historically excluded communities?

The goal of the P2P Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing underutilized land, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The City collects annual reports for each property. Annual reporting ensures projects maintain permanent affordable residential units that meet the rent and income restrictions. It also ensures that the property is maintaining permanent residential housing, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units. Additionally, the property must submit an annual tax performance report with the Department of Revenue pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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 Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Once finalized, the Department of Revenue will defer collection of the sales and use tax portion for the duration of the exemption.	
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	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Millennium Monroe LLC,	smacdonald@spokanecity.org
sgardner@spokanecity.org	jjohnsen@spokanecity.org
abeck@spokanecity.org	eking@spokanecity.org
nzollinger@spokanecity.org	

SALES AND USE TAX DEFERRAL AGREEMENT
AND
CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL
OPR 2026-0518

THIS SALES AND USE TAX DEFERRAL AND CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL AGREEMENT (“Conditional Agreement”) is between the City of Spokane, a Washington State municipal corporation, as “City”, and MILLENNIUM MONROE LLC, as “Owner/Taxpayer” whose business address is PO Box 8605, Spokane, WA 99203 , collectively referred to as “Parties”. This Conditional Agreement constitutes the Conditional Certificate of Program Approval.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 82.92 RCW, designated various undeveloped and underdeveloped properties as targeted areas for the provision of a sales and use tax deferral for the development of affordable housing for very low, low, and moderate-incomes families; and

WHEREAS, the City has, through Chapter 08.07D SMC, enacted a program whereby property owner/taxpayers may qualify for a certificate of tax deferral, which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the sales and use tax deferral; and

WHEREAS, the Owner/Taxpayer is applying for a sales and use tax deferral for the development of undeveloped property, as defined in Chapter 08.07D SMC, to develop new affordable housing units; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form with a commitment to renting or selling no fewer than 50 percent of the units as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households to be constructed on property legally described as:

7-25-43: MOORE'S ADDITION LOTS 7 THROUGH 12, BLOCK 12, TOGETHER WITH THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO.

Assessor’s Parcel Number(s) 35073.1212, commonly known as 2002 N Monroe St, (“Project”).

WHEREAS, this property is located in an area zoned for residential or mixed use and is eligible to seek a sales and use tax deferral certificate pursuant to RCW 82.92.100.

WHEREAS, the City has determined that the construction will, if completed as proposed, satisfy the requirements for the sales and use tax deferral for the Project; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually covenant and agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Program Approval as outlined herein.
2. The Project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.
3. The Owner/Taxpayer intends to construct the Project on the site, approximately 43 new affordable residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction set aside fewer than fifty (50) percent of the developed housing for sale or rental of affordable housing to very low, low, and moderate-income families.
4. The Owner/Taxpayer agrees to complete construction of the Project within three years from the date of the application or within any extension granted by the City. The Department of Planning and Economic Development, with the consent of the Spokane City Council, may extend the deadline for completion of construction or rehabilitation for an additional period not to exceed 24 consecutive months.
5. The Owner/Taxpayer agrees before the initiation of construction of the Project, the Owner/Taxpayer must submit an application to the Washington State Department of Revenue in the form and manner prescribed by the Department of Revenue. The application must include:
 - (a) a copy of this Conditional Certificate of Program Approval issued by the City;
 - (b) an estimation of construction costs;
 - (c) time schedules for completion and operation; and
 - (d) any other information required by the Washington State Department of Revenue.

6. Within 30 days of the issuance of the certificate of occupancy by the City for an eligible investment project, the conditional recipient must file with the City the following:

(a) a description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter; and

(b) a statement of the new affordable housing to be offered as a result of the new construction;

(c) a statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

7. Within 30 days after receipt of the statements required under paragraph 7 (a)-(c) of this agreement, the City must determine and notify the Owner/Taxpayer whether the work completed and the affordable housing to be offered are consistent with the application and the contract amount approved by the City, and the investment project continues to qualify for a tax deferral. The Owner/Taxpayer must notify the Department of Revenue within 30 days from receiving the City's determination, as provided by RCW 82.92.070.

8. The parties acknowledge that at least 50 percent of the units will be set aside primarily for multifamily housing units and that at least 50 percent of the units will be rented or sold as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households. In a mixed-use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units. At least 50 percent of the project set aside for multifamily housing units will be rented at a price at or below fair market rent for Spokane County or sold at a price at or below Spokane County median price.

9. To qualify for the sales and use tax deferral, the Owner/Taxpayer will be required to make an annual report to the Director of Planning and Economic Development, 30 days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten (10) years. The annual report must indicate the following:

(a) a statement of the affordable housing units constructed in the property as of the anniversary date;

(b) a certification by the Owner/Taxpayer that the property has not changed use;

(c) a description of changes or improvements constructed after issuance of the certificate of occupancy; and

(d) any additional information requested by the City.

In addition to (a)-(d), the Owner/Taxpayer must annually file a complete tax performance report with the Department of Revenue pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for ten (10) years.

10. Pursuant to SMC 08.07D.110, the Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer must promptly notify the City and the Department of Revenue in writing of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement. If the transferor fails to notify the City and the Department of Revenue, all deferred sales and use taxes are immediately due and payable as provided in Chapter 82.92 RCW.

11. The City reserves the right to cancel the Conditional Certification of Program Approval should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.07D.

12. No modifications of this Conditional Certification of Program Approval shall be made unless mutually agreed upon by the Parties in writing.

13. The Owner/Taxpayer specifically acknowledges and understands their potential tax liability involved if and when (1) Owner/Taxpayer opts to discontinue compliance and notifies the City and Department of Revenue within 60 days of the change in use or intended discontinuance; or (2) the City finds that a portion of an investment project is changed or will be changed to disqualify the Owner/Taxpayer for sales and use tax deferral eligibility, per Chapter 82.92 RCW. Such liability may include imposition of all deferred sales and use taxes and interest pursuant to Chapter 82.92 RCW. The Owner/Taxpayer agrees that the City is not responsible for any determinations made by the Washington State Department of Revenue related to Owner/Taxpayer's applications therewith related to this Conditional Certificate of Program Approval. This section does not apply after 10 years from the date of the certificate of occupancy.

14. In the event that any term or clause of this Conditional Certificate of Program Approval conflicts with applicable law, such conflict shall not affect other terms of this agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Certificate of Program Approval are declared to be severable.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 82.92 RCW or Chapter 08.07D SMC

16. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE

MILLENNIUM MONROE LLC

By:

By:

City Administrator

Its:

Attest:

City Clerk

Approved as to form:

City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Date Rec'd**

4/30/2026

Clerk's File #

OPR 2026-0519

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

PLANNING SERVICES

Bid #**Contact Name/Phone**

JACKIE X6986

Requisition #**Contact E-Mail**

JJOHNSEN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE SDIXIT

Sponsoring at Administrators Request

NO

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

MULTI-FAMILY TAX EXEMPTION CONDITIONAL AGREEMENT FOR 2002 N.

Agenda Wording

Conditional Multifamily Tax Exemption contract with Millennium Monroe 2, for the property located at 2002 N. Monroe St, to create 43 dwelling units. Following construction the project intends to finalize under the 8-year exemption

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Millennium Monroe 2 application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 43 residential units on the property at 2002 N. Monroe St., within the Emerson Garfield neighborhood (District 3). The property is zoned Centers and Corridors Type 2 - District Center, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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 Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.	
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	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
James Gallina jgallina@millenniumnw.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	jjohnsen@spokanecity.org
eking@spokanecity.org	nzollinger@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0519

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Millennium Monroe LLC, as “Owner/Taxpayer” whose business address is PO Box 8605 Spokane, WA 992033.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

7-25-43: MOORE'S ADDITION LOTS 7 THROUGH 12, BLOCK 12, TOGETHER
WITH THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO

Assessor's Parcel Number(s) 35073.1212, commonly known as 2002 N
MONROE ST SPOKANE, WA.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided with comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 43 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this

Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2026

CITY OF SPOKANE

Millennium Monroe LLC

By: _____

City Administrator, Alex Scott

Owner/Taxpayer

Attest:

Approved as to form:

City Clerk

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
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Angelina Engelson csr3@americansite.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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AMERONS-01

GSARASWATHI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2026

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 Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073 E-MAIL ADDRESS: nowspkinfo@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Middlesex Insurance Company	
NAIC #	
23434	
INSURED	
American On-Site Services, LLC 3808 N Sullivan Rd Bldg 103 Spokane, WA 99216	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	A0192877	4/22/2026	4/22/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	A0192877	4/22/2026	4/22/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A0192877	4/22/2026	4/22/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Spokane, its agents, officers and employees are Additional Insureds with respect to General Liability per the attached policy forms.

CERTIFICATE HOLDER**CANCELLATION**

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

THIS 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 #	OPR 2026-0520
		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		Additional Approvals	
Dept Head	NECHANICKY, JASON	<u>PURCHASING</u>	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
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

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

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

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>
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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 _____
--	--------------------------------------

Suppression 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

Contact us

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Take our survey!

Don't see what you expected?

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

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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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;

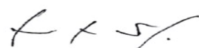
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except 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 INSUREDS

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

**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Council Meeting Date:** 06/15/2026

Date Rec'd		5/18/2026
Clerk's File #		CPR 2026-0002
Cross Ref #		
Project #		
Submitting Dept	ACCOUNTING	Bid #
Contact Name/Phone	BRUCE 625-6005	Requisition #
Contact E-Mail	BGELTING@SPOKANECITY.ORG	
Agenda Item Type	Claim Item	
Council Sponsor(s)		
Sponsoring at Administrators Request		NO
Lease? NO	Grant Related? NO	Public Works? NO
Agenda Item Name	5600-CLAIMS-2026 THRU 06-05-2026	

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 06/05/2026. Total \$8,306,489.10 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total \$7,664,800.61.

Summary (Background)

Pages 1-35 Check numbers: 619836 - 619978 Credit Card numbers: 003161 - 003194 ACH payment numbers: 153054 - 153281 On file for review in City Clerks Office: 35 Page listing of Claims

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount	Budget Account		
Expense \$ 7,664,800.61	# Various		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source			
Funding Source Type	Select		
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			
Distribution List			
ACCOUNTSPAYABLE@SPOKANECITY.ORG			

APPROVAL FUND SUMMARY

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	23,168.83
1100	STREET FUND	44,073.72
1200	CODE ENFORCEMENT FUND	8,470.02
1300	LIBRARY FUND	23,705.14
1360	GENERAL FUND GRANTS	20.60
1380	SPOKANE SAFE STREETS FOR ALL	27.22
1390	URBAN FORESTRY FUND	169.77
1400	PARKS AND RECREATION FUND	33,794.54
1425	AMERICAN RESCUE PLAN	6,350.99
1440	FIRE GRANTS MISCELLANEOUS	5,336.96
1460	PARKING METER REVENUE FUND	2,803.57
1560	FORFEITURES & CONTRIBUTION FND	13,199.35
1590	HOTEL/MOTEL TAX FUND	584,339.25
1620	PUBLIC SAFETY & JUDICIAL GRANT	93.08
1680	HOUSING AND HOMELESS SERVICES	7.48
1940	CHANNEL FIVE EQUIPMENT RESERVE	3,286.61
1970	SPOKANE FIRE DEPARTMENT	66,136.97
3200	ARTERIAL STREET FUND	133,662.04
3501	WEST QUADRANT TIF	190,213.75
4100	WATER & HYDROELECTRIC SERVICES	765,975.94
4250	INTEGRATED CAPITAL MANAGEMENT	31,352.80
4300	WASTEWATER MANAGEMENT FUND	299,123.10
4480	SOLID WASTE FUND	1,209,836.16
4600	GOLF FUND	7,712.31
4700	DEVELOPMENT SERVICES	6,543.04
5100	FLEET SERVICES FUND	336,304.59
5200	PUBLIC WORKS AND UTILITIES	2,365.50
5300	IT FUND	231,647.96
5500	PURCHASING AND CONTRACTS	8,762.41
5600	ACCOUNTING SERVICES	30,967.20
5700	SPOKANE 311	120.01
5750	OFFICE OF PERFORMANCE MGMT	16,228.60
5800	RISK MANAGEMENT FUND	22,966.30
5810	WORKERS' COMPENSATION FUND	25.56
5830	EMPLOYEES BENEFITS FUND	1,051,461.14
5900	FACILITIES MANAGEMENT FUND OPS	59,976.64
5901	ASSET MANAGEMENT FUND CAPITAL	196,335.72
5902	PROPERTY ACQUISITION POLICE	816.16
5903	PROPERTY ACQUISITION FIRE	7,174.31
5904	FACILITIES CAPITAL	20,111.14
6060	EMPLOYEES' RETIREMENT FUND	6,818.31
6070	FIREFIGHTERS' PENSION FUND	104,172.88
6080	POLICE PENSION FUND	231,208.58
6920	CLAIMS CLEARING FUND	441,131.91
	TOTAL:	6,227,998.16

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	3,231.61	42.72	277.53
00619836	ESTATE OF GENEVIEVE JOY	6.00		
00619837	SPOKANE CITY TREASURER	19,590.74		
00619838	OVERHEAD DOOR CORPORATION	3,535.84		
00619839	A TO Z RENTALS			1,963.80
00619840	SWIRE PACIFIC HOLDINGS, INC			2,085.07
00619841	EMPRES HOME CARE OF BELLINGH	1,807.00		
00619842	EVERGREEN FOUNTAINS LLC	6,830.00		
00619843	FAIRWINDS SPOKANE LLC	68,577.00		
00619844	ROBERT MYERS	115.00		
00619845	TERRY CARE GROUP LLC	10,216.00		
00619846	ERIN WEIL	1,500.00		
00619847	ACCESS UNLIMITED & SECURITY	553.68		
00619848	AT&T MOBILITY	1,298.50		
00619849	POLLYANNE F BIRGE	27.22		
00619850	CLEAN HARBORS ENVIRONMENTAL	2,210.84		
00619851	WATERCO OF THE PACIFIC NORTH	153.74		
00619852	INDUSTRIAL WELDING CO INC	15,339.46		
00619853	BLACK ENTERRISES	218.35		
00619854	ON-TOP REALITY	153.63		
00619855	PARAS HOMES LLC	46.90		
00619856	DEBRA OFFILL AND HENRY LOEHN	141.03		
00619857	BECKY WILLHITE	838.03		
00619858	TWO CATALPA LLC	111.98		
00619859	GERALD AND DEBORA CULLEN	169.53		
00619860	SCOTT LILLY	100.17		
00619861	GAIL BLAIR ESTATE	184.58		
00619862	BRUCE ANTHONY	140.78		
00619863	ADAM OR ANNA CROWDER	30.76		
00619864	BALDWIN SIGN CO	37.40		
00619865	BRYON LOURENCO	610.70		
00619866	AMY BANNISTER	678.36		
00619867	GARRETT JENUS	409.08		
00619868	BRIAN PARTCH	332.26		
00619869	DOM BENALLO	309.54		
00619870	KEN LAVER	201.56		
00619871	PARAMOUNT SUPPLY CO	384.03		
00619872	QUADIEN FINANCE USA INC	294.85		
00619873	T-MOBILE	1,764.42		
00619874	T-MOBILE	686.91		
00619875	BLACKSTONE AUDIO INC		119.58	
00619876	CENTER POINT PUBLISHING INC		349.98	
00619877	CENTURYLINK		449.23	
00619878	HD SUPPLY INC		66.11	
00619879	MARYA NOWAKOWSKI		75.00	
00619880	SPOKANE CITY TREASURER		1,576.42	
00619881	SPOKANE CITY TREASURER		1,302.13	
00619882	SPOKANE CITY TREASURER		910.32	
00619883	SPOKANE CITY TREASURER		2,752.24	
00619884	SPOKANE CITY TREASURER		1,389.04	
00619885	SPOKANE CITY TREASURER		922.77	
00619886	SPOKANE CITY TREASURER		1,150.55	
00619887	SPOKANE CITY TREASURER		171.15	

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00619888	CIRCLE M CONSTRUCTION &			439.67
00619889	WATERCO OF THE PACIFIC NORTH			16.37
00619890	GENERAL STORE INC			58.89
00619891	GREENACRES NURSERY			225.00
00619892	HAJOCA CORPORATION			566.96
00619893	KELLER SUPPLY COMPANY			191.31
00619894	CSWW INC			27.22
00619895	NW SEED & PET INC			330.22
00619896	OMNIPARK INC			198.56
00619897	OVERHEAD DOOR CO OF SPOKANE			3,701.77
00619898	ALCAMO INC			312.57
00619899	SIX ROBBLEES INC			69.42
00619900	SWIRE PACIFIC HOLDINGS, INC			549.04
00619901	WALTER E NELSON CO			140.18
00619950	WASHINGTON LEOFF	2,225.68		
00619951	ADAMS TRACTOR CO INC			27.18
00619952	BLICK ART MATERIALS			2,459.00
00619953	CENTURYLINK			170.55
00619954	COMCAST			205.08
00619955	WATERCO OF THE PACIFIC NORTH			23.40
00619956	GENERAL STORE INC			97.04
00619957	LG COLA			160.00
00619958	MALLORY PAINT STORE INC			1,183.52
00619959	CSWW INC			1,012.04
00619960	ROMAINE ELECTRIC CORPORATION			144.27
00619961	AT&T MOBILITY	28.23		
00619962	NORTHWEST BOULEVARD APARTMEN	76,057.00		
00619963	AT&T MOBILITY	585.68		
00619964	LOGAN CALLEN	445.98		
00619965	WATERCO OF THE PACIFIC NORTH	40.79		
00619966	THE FIG TREE	500.00		
00619967	JP MORGAN COMMERCIAL CARD	441,131.91		
00619968	JACOB HENDRIX	137.10		
00619969	LEVEL 3 FINANCING INC	3,582.71		
00619970	NICHOLAS MCKENZIE	360.00		
00619971	NORDIC TARPS MFG	762.30		
00619972	POINTE PEST CONTROL	114.56		
00619973	SPOKANE FIRE DEPARTMENT	58.87		
00619974	LAND VIEW INC	5,069.23		
00619975	T-MOBILE	123.00		
00619976	WA STATE DEPT OF REVENUE	977.84		
00619977	WASTE MANAGEMENT OF WA DBA	3,676.12		
00619978	BALL HORTICULTURAL CO			69.45
70003161	GALLS LLC	36.07		
70003162	HORIZON DISTRIBUTORS			3,172.41
70003163	BIG SKY INDUSTRIAL/DIV OF	25,874.70		
70003164	ALASKA RUBBER GROUP INC			45.68
70003165	AUTOMATED LOGIC CONTRACTING		28,038.70	
70003166	CALE AMERICA INC	45,714.20		
70003167	CINTAS CORPORATION	3,909.62	39.43	166.42
70003168	ELJAY OIL CO INC	2,032.53		
70003169	GALLS LLC			41.46
70003170	GORDON TRUCK CENTERS INC DBA	5,916.61		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
70003171	HARRINGTON INDUSTRIAL PLASTI	425.04		527.12

70003172	HORIZON DISTRIBUTORS		2,163.77
70003173	KERSHAW INC	1,014.97	
70003174	NATIONAL COLOR GRAPHICS INC		363.30
70003175	NORCO INC	645.40	
70003176	O'REILLY AUTOMOTIVE STORES I		130.08
70003177	PLANET TURF		466.60
70003178	SPOKANE POWER TOOL & HDWE		345.80
70003179	WILDROSE LTD dba		459.57
70003180	DEERE & COMPANY		110,312.11
70003181	GALLS LLC		47.98
70003182	HORIZON DISTRIBUTORS		245.44
70003183	O'REILLY AUTOMOTIVE STORES I		56.88
70003184	PLANET TURF		1,317.39
70003185	ALASKA RUBBER GROUP INC	52.54	
70003186	NORTHWEST INDUSTRIAL SERVICE	650.00	
70003187	CINTAS CORPORATION	458.19	
70003188	GALLS LLC	10,109.43	
70003189	GORDON TRUCK CENTERS INC DBA	14,259.49	
70003190	HORIZON DISTRIBUTORS		5,989.96
70003191	HUGHES FIRE EQUIPMENT INC	3,117.37	
70003192	KERSHAW INC	646.64	
70003193	NORCO INC	47.93	381.00
70003194	POLYDYNE INC	6,840.57	
80153054	A1 TREE SERVICE LLC		97,328.11
80153055	ACTION MATERIALS		946.74
80153056	APPLIED INDUSTRIAL SYSTEMS L		7,843.20
80153057	AVIDEX INDUSTRIES LLC	5,336.96	
80153058	BLUEBIRD TREE CARE INC		4,473.10
80153059	CAMCO CONSTRUCTION INC	2,862.84	
80153060	CARASOFT TECHNOLOGY CORP	175,478.08	
80153061	CLEAN ENERGY INC	40,871.34	
80153062	COLEMAN OIL COMPANY LLC		10,847.63
80153063	COLUMBIA ELECTRIC SUPPLY/DIV	2,864.75	
80153064	CONTROL SOLUTIONS NW INC	477.32	
80153065	CRITTER CONTROL OF GREATER	3,049.35	
80153066	L N CURTIS & SONS	4,887.68	
80153067	DAVIES CLAIMS SOLUTIONS LLC	22,966.30	
80153068	FIFTH ASSET INC	30,548.00	
80153069	DELL MARKETING LP		2,037.27
80153070	DEVRIES INFORMATION MANAGEME	304.00	
80153071	FASTENAL CO		783.86
80153072	W W GRAINGER INC		7,263.42
80153073	MARUBENI AMERICA CORPORATION		7,662.57
80153074	IMPERIAL BAG & PAPER CO LLC		3,295.46
80153075	KAISER FOUNDATION HEALTH PLA	113,525.94	
80153076	KITTELSON & ASSOCIATES INC	6,557.50	
80153077	LIFEWISE ASSURANCE CO	43,169.39	
80153078	SCP DISTRIBUTORS LLC		2,237.21
80153079	NOVUS AUTO GLASS	572.75	
80153080	PERFORMANCE SYSTEMS	1,615.14	
80153081	REXEL INC		2,255.52
80153082	RIVER PARK SQUARE LLC	1,400.00	

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80153083	SHI CORP			267.73
80153084	SITEONE LANDSCAPE SUPPLY LLC			2,125.55
80153085	SOIL TECHNOLOGIES CORP			1,618.13
80153086	PEROVICH PARTNERS INC			1,002.80
80153087	STRUCTURED COMMUNICATION	44,115.79		

80153088	TOBY'S BODY & FENDER INC	88,989.48		
80153089	US BANK TRUST NA	150,000.00		
80153090	US BANK P CARD PAYMENTS	88,537.01		
80153091	WHEELER INDUSTRIES INC	256.15		
80153092	BERK CONSULTING INC	19,578.51		
80153093	CATHOLIC CHARITIES	201,707.25		
80153094	COMMUNITY HEALTH ASSOCIATION	21,062.68		
80153095	COMPASSIONATE ADDICTION	13,728.86		
80153096	FAMILY PROMISE OF SPOKANE	242,365.92		
80153097	GROUNDWATER SOLUTIONS INC	7,765.81		
80153098	HDR ENGINEERING INC	11,493.48		
80153099	HELFRICH BROTHERS BOILER WOR	1,102,585.28		
80153100	HISPANIC BUSINESS ASSOCIATIO	14,246.19		
80153101	MASTER CLASS BIG BAND	2,000.36		
80153102	MORRIS NETWORK CONTRACTING L	900.08		
80153103	PERFORMANCE SYSTEMS			3,117.10
80153104	RIVER PARK SQUARE LLC	1,400.00		
80153105	SPOKANE NEIGHBORHOOD ACTION	53,675.18		
80153106	SPOKANE ARTS FUND	114,954.00		
80153107	TAKE UP THE CAUSE INC	22,172.13		
80153108	TRANSITIONS	7,224.67		
80153109	US BANK TRAVEL CARD	6,231.27		
80153110	YWCA	73,862.46		
80153111	CARRIE ANNE JAHNS			1,992.90
80153112	DANIEL GETZ	1,050.00		
80153113	DENNIS HANSEN	9,700.00		
80153114	ABM INDUSTRY GROUPS LLC	3,304.73		
80153115	ABSOLUTE DRUG TESTING LLC	4,580.40		
80153116	AKONA PROCESS SOLUTIONS INC	3,639.64		
80153117	ALS LABORATORY GROUP	170.00		
80153118	ATS INLAND NW LLC	20,111.14		
80153119	AVISTA UTILITIES	535.67	11,267.26	
80153120	BANNER FURNACE & FUEL	432.04		
80153121	BATTERY SYSTEMS INC			215.63
80153122	SECURITY SOLUTIONS NORTHWEST		2,568.65	
80153123	BJ CARD COMPANY			104.79
80153124	BL BEST INC			35.95
80153125	BRODART CO		1,357.87	
80153126	CATHOLIC CHARITIES	461,898.12		
80153127	CLARY LONGVIEW LLC	142,939.32		
80153128	COBALT TRUCK EQUIPMENT	7,070.85		
80153129	COLEMAN OIL COMPANY LLC	105,618.55		
80153130	COPPER STATE BOLT & NUT CO			23.77
80153131	CUMMINS INC	6,127.80		
80153132	DEVRIES INFORMATION MANAGEME	255.60		
80153133	DYKMAN ELECTRIC INC	8,305.00		
80153134	ECOICHEM ANALYTICS INC	13,533.79		
80153135	EUROFINS ENVIRONMENT TESTING	99.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153136	FAHLO LLC			375.00
80153137	SHELLEY FAIRWEATHER-VEGA		180.01	
80153138	FASTENAL CO	966.86		
80153139	FEDERAL EXPRESS CORP/DBA FED	238.15		
80153140	GORLEY LOGISTICS LLC	110.76		
80153141	FIREPOWER INC			954.63
80153142	FRANCIS AVENUE HARDWARE			80.08
80153143	W W GRAINGER INC	1,154.51		
80153144	GRAYMAR ENVIRONMENTAL SERVIC	2,016.18		

80153145	MARUBENI AMERICA CORPORATION			85.10
80153146	INGRAM LIBRARY SERVICES LLC		12,439.16	
80153147	INLAND PACIFIC TRAILER	1,652.60		
80153148	JEFF L ROGERS	294.51		
80153149	JEWELS HELPING HANDS	3,375.00		
80153150	LSB CONSULTING ENGINEERS PLL	212.50		
80153151	M & L SUPPLY CO INC			97.11
80153152	MARTIN LUTHER KING JR FAMILY	64,571.87		
80153153	MCGARD LLC	9,976.00		
80153154	MCGUIRE BEARING CO			31.77
80153155	MIDWEST TAPE		3,110.49	
80153156	NEPTUNE TECHNOLOGY GROUP INC	77,570.62		
80153157	NORTH COUNTRY SERVICES LLC	2,741.98		
80153158	NORTHSTAR CHEMICAL INC	4,233.43		
80153159	OVERDRIVE INC		33,129.41	
80153160	PACIFIC GOLF TURF LLC			173.56
80153161	PACWEST MACHINERY LLC	382.94		
80153162	THE PART WORKS INC			625.45
80153163	PETE LIEN & SONS INC	12,212.68		
80153164	REXEL INC			1,294.70
80153165	POMP'S TIRE SERVICE INC	4,830.99		
80153166	PREMERA BLUE CROSS OR	855,729.04		
80153167	RIVER PARK SQUARE LLC	608.00		
80153168	SHAWN COLE CONSTRUCTION INC	34,181.25		
80153169	SIMPLIFILE LC	308.96		
80153170	SITEONE LANDSCAPE SUPPLY LLC			2,031.51
80153171	SMITH WESTERN CO			221.88
80153172	SPOKANE NEIGHBORHOOD ACTION	54,287.35		
80153173	SOIL TECHNOLOGIES CORP			723.22
80153174	SPECIALTY MOBILE MIX INC	1,265.56		
80153175	SPECIALTY MACHINING & MFG CO	1,252.35		
80153176	PEROVICH PARTNERS INC			146.47
80153177	HESTON HARDWARE			151.12
80153178	SPOKANE HARDWARE SUPPLY INC		998.30	
80153179	SPOKANE PUBLIC FACILITIES	584,339.25		
80153180	W B SPRAGUE COMPANY INC	163.16		
80153181	STONEWAY ELECTRIC SUPPLY			1,192.80
80153182	TACOMA SCREW PRODUCTS INC			84.66
80153183	ULINE INC			84.53
80153184	URM STORES INC			512.85
80153185	VERIZON WIRELESS	128.52		
80153186	VERTICAL OPTIONS LLC			752.90
80153187	VESTIS GROUP INC	89.69		
80153188	VOLT MANAGEMENT CORP	16,032.82		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153189	WA STATE DEPT OF ECOLOGY	107,269.58		
80153190	WCP SOLUTIONS		272.79	
80153191	WESTERN EQUIPMENT DISTRIBUTO			80.78
80153192	WESTERN GLOVE INC			152.65
80153193	RENEE RAIDT		350.00	
80153194	JON B SNYDER	320.38		
80153195	STEPHEN SZAMBELAN	246.30		
80153196	ANCHOR INDUSTRIES INC			10,870.72
80153197	AVISTA UTILITIES			73,027.03
80153198	CATHOLIC CHARITIES	37,601.03		
80153199	COLEMAN OIL COMPANY LLC			7,771.71
80153200	COMPASSIONATE ADDICTION	15,311.46		
80153201	STEVE CONNER			25,543.53

80153202	CORRIDOR CONTRACTORS LLC	323,945.47	
80153203	CREEK AT QUALCHAN GOLF COURS		22,463.94
80153204	DIRECT EDGE DENVER, LLC		2,328.00
80153205	DYKMAN ELECTRIC INC		2,272.22
80153206	FIBER MARKETING INTERNATIONA		433.84
80153207	HABITAT FOR HUMANITY SPOKANE	31,027.91	
80153208	MARUBENI AMERICA CORPORATION		209.36
80153209	HISPANIC BUSINESS ASSOCIATIO	7,598.47	
80153210	INDUSTRIAL BOLT & SUPPLY INC		474.29
80153211	INSTANT SIGN FACTORY		196.38
80153212	MAX J KUNEY COMPANY	21,841.70	
80153213	MCGUIRE BEARING CO		120.23
80153214	NAPA AUTO PARTS		150.30
80153215	REXEL INC		253.76
80153216	JANT GROUP II INC		157.60
80153217	THE SALVATION ARMY	2,175.00	
80153218	SANDBAGGERS CLUB LLC		20,412.37
80153219	SITEONE LANDSCAPE SUPPLY LLC		99.16
80153220	PEROVICH PARTNERS INC		98.05
80153221	HESTON HARDWARE		709.24
80153222	T & T GOLF MANAGEMENT INC		27,124.49
80153223	AMBER PARK		1,860.00
80153224	WESTERN EQUIPMENT DISTRIBUTO		2,372.54
80153225	WESTERN STATES EQUIPMENT CO		2,948.98
80153226	WILBUR ELLIS COMPANY		2,721.30
80153227	YWCA	30,825.31	
80153228	ALSCO DIVISION OF ALSCO INC	1,585.49	
80153229	AVISTA UTILITIES	226,654.48	
80153230	LITHIA MOTORS PAYMENT	83.47	
80153231	CARLSON SHEET METAL WORKS IN	275.00	
80153232	COLEMAN OIL COMPANY LLC	16,030.35	4,847.03
80153233	CONTINENTAL DOOR COMPANY LLC		194.74
80153234	COPIERS NORTHWEST INC	1,252.20	
80153235	CORWIN OF SPOKANE LLC	131.90	
80153236	CRITTER CONTROL OF GREATER	1,144.46	
80153237	CUMMINS INC	1,204.99	
80153238	L N CURTIS & SONS	3,730.13	
80153239	DELTA DENTAL OF WASHINGTON	47,389.18	
80153240	DEVRIES INFORMATION MANAGEME	539.70	
80153241	ERGO ASPHALT & EMULSIONS IN	3,881.78	

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80153242	EUROFINS ENVIRONMENT TESTING	376.00		
80153243	FASTENAL CO	4,369.95		578.31
80153244	FIELDTURF USA INC			4,412.00
80153245	FIREPOWER INC	545.50		
80153246	GLOVER MANSION EVENTS LLC			4,447.30
80153247	W W GRAINGER INC	3,437.07		438.41
80153248	HASA INC	30,563.45		
80153249	IDEXX DISTRIBUTION GROUP	703.64		
80153250	INLAND ENVIRONMENTAL RESOURC	7,882.45		
80153251	KAISER FOUNDATION HEALTH PLA	78,581.36		
80153252	KATHERINE FREY			650.00
80153253	KB MARKINGS LLC	6,186.71		
80153254	KEMIRA WATER SOLUTIONS INC	86,579.45		
80153255	LAKESIDE INDUSTRIES	6,331.29		
80153256	LIBERTY CONCRETE LLC	19,942.72		
80153257	LONG BUSINESS FORMS LLC	1,483.76		
80153258	MACKAY METERS INC	148,976.05		

80153259	MEGAN PERKINS		567.00
80153260	THE NATIVE PROJECT	190,000.00	
80153261	OLYMPIC FOUNDRY INC	12,474.23	
80153262	OXARC LLC	6,702.01	
80153263	PERFORMANCE SYSTEMS	977.06	
80153264	POMP'S TIRE SERVICE INC	38,701.27	
80153265	RAILROAD MANAGEMENT CO III L	458.76	
80153266	SATURDAY NIGHT INC	1,022.83	
80153267	SHAMROCK MANUFACTURING INC	5,299.69	
80153268	SITEONE LANDSCAPE SUPPLY LLC	527.87	
80153269	DAVID GILBERT		1,200.00
80153270	COWLES PUBLISHING COMPANY	117.09	
80153271	STONEWAY ELECTRIC SUPPLY		1,242.18
80153272	TEANNA KURTZ		525.00
80153273	US BANK P CARD PAYMENTS	42,960.66	
80153274	US BANK	13,326.00	
80153275	VERIZON WIRELESS	993.18	
80153276	WCP SOLUTIONS		1,042.89
80153277	WESTERN EQUIPMENT DISTRIBUTO		1,350.49
80153278	WILBUR ELLIS COMPANY		275.50
80153279	YADON CONSTRUCTION SPECIALTI	229.11	
80153280	ZAYO GROUP HOLDINGS INC	2,796.35	
80153281	IAN DAHL	84.50	

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7,664,800.61	105,029.31	536,659.18

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CITYWIDE TOTAL:		8,306,489.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80153106	114,954.00
TOTAL FOR 0020 - NONDEPARTMENTAL		114,954.00

0030 - OFFICE OF POLICE OMBUDS

RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153167	200.00
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	110.00
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		310.00

0100 - GENERAL FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153115	4,580.40
BALDWIN SIGN CO PO BOX 6819	PERMIT REFUNDS PAYABLE CHECK NO. - 00619864	37.40
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153092	19,578.51
SIMPLIFILE LC	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80153169	303.50
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153090	3,226.54
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80153273	210,697.22-
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80153109	6,231.27
TOTAL FOR 0100 - GENERAL FUND		176,739.60-

0230 - CIVIL SERVICE

AMY BANNISTER 1605 E OLIVE ST #101	PROFESSIONAL SERVICES CHECK NO. - 00619866	678.36
BRIAN PARTCH 12701 ATHERTON RD	PROFESSIONAL SERVICES CHECK NO. - 00619868	332.26
DOM BENALLO 6451 RUSSELL WAY	PROFESSIONAL SERVICES CHECK NO. - 00619869	309.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GARRETT JENUS 3881 PARADISE RD	PROFESSIONAL SERVICES CHECK NO. - 00619867	409.08
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KEN LAVER 1327 GLEN EYRIE AVE	PROFESSIONAL SERVICES CHECK NO. - 00619870	201.56
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153090	2,614.65
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	416.68
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153090	61.78
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	141.46
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153275	125.69
WA STATE DEPT OF REVENUE	ADVERTISING -	45.53
TOTAL FOR 0230 - CIVIL SERVICE		5,336.59

0260 - OFFICE OF THE CITY CLERK

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153132	51.12
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	41.40
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	190.00
TOTAL FOR 0260 - OFFICE OF THE CITY CLERK		282.52

0320 - COUNCIL

AT&T MOBILITY	CELL PHONE CHECK NO. - 00619848	92.19
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153104	1,400.00
THE FIG TREE	OTHER MISC CHARGES CHECK NO. - 00619966	500.00
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153090	97.42
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	482.59

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0320 - COUNCIL	2,572.20
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0330 - COMMUNICATIONS & MARKETING

AT&T MOBILITY	CELL PHONE
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	CHECK NO. - 00619848	88.43-
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153090	7,815.85
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	741.86
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153090	119.99
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	136.86
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	10.92
TOTAL FOR 0330 - COMMUNICATIONS & MARKETING		8,737.05

0370 - ENGINEERING SERVICES

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153114	1,090.33
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153229	2,819.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80153234	309.63
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	319.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	1,000.28
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	197.35
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153187	19.50
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	12.73
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00619965	40.79
TOTAL FOR 0370 - ENGINEERING SERVICES		5,810.04

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0410 - FINANCE AND ADMINISTRATION

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	54.46
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	177.38-
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	99.00

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	298.65
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153090	139.02
WA STATE DEPT OF REVENUE	ADVERTISING -	27.21
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	12.28
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	12.65
TOTAL FOR 0520 - OFFICE OF THE MAYOR		----- 2,016.31

0550 - NEIGHBORHOOD SERVICES

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	500.00
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		----- 500.00

0560 - MUNICIPAL COURT

RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153167	408.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	186.02
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80153090	55.22
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80153090	132.93
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	207.06

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	104.10
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	672.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153090	47.00
TOTAL FOR 0560 - MUNICIPAL COURT		----- 1,812.33

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153132	76.68
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80153090	242.87
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80153090	100.00
TOTAL FOR 0620 - HUMAN RESOURCES		419.55

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	47.33
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	50.35
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	559.98
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	15.00
TOTAL FOR 0650 - PLANNING SERVICES		672.66

0680 - POLICE

GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003188	8,684.15
LONG BUSINESS FORMS LLC	PRINTING/BINDING/REPRO ACH PMT NO. - 80153257	1,483.76
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80153274	11,885.00
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80153090	602.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	HARDWARE MAINTENANCE ACH PMT NO. - 80153090	200.00
US BANK P CARD PAYMENTS	IF CAPITAL COMMISSIONING ACH PMT NO. - 80153090	268.00
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80153090	537.39
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	3,256.87
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80153090	687.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	267.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	6,834.31
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	1,003.91

US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153090	389.67
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80153090	89.28
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80153090	1,309.13
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	12,783.81
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80153090	499.99
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153090	15.00
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80153090	44.23
WA STATE DEPT OF REVENUE	HARDWARE MAINTENANCE -	18.20
WA STATE DEPT OF REVENUE	IF CAPITAL COMMISSIONING -	24.39
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	28.39
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00619950	1,537.71
TOTAL FOR 0680 - POLICE		52,451.18

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0700 - PUBLIC DEFENDER

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153114	1,080.17
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80153090	35.91
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	470.26
TOTAL FOR 0700 - PUBLIC DEFENDER		1,586.34

0750 - COMMUNITY/ECONOMIC DEV SVC

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	46.87
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	95.08
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80153090	6.30
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

-

4.19

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC

152.44

1100 - STREET FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00619963	491.14
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00619963	39.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80153229	10,881.08
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80153229	430.83
CRITTER CONTROL OF GREATER SPOKANE	PROFESSIONAL SERVICES ACH PMT NO. - 80153065	3,049.35
ERGON ASPHALT & EMULSIONS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153241	3,881.78
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80153138	966.86
KB MARKINGS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153253	6,186.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LAND VIEW INC DBA TECHNICHEM	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00619974	5,069.23
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153267	5,299.69
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153174	1,265.56
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80153090	130.79
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	354.77
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	4,652.76
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	403.67
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153090	208.00
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153090	33.69
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	619.64
US BANK P CARD PAYMENTS	SMALL TOOLS	

	ACH PMT NO. - 80153090	38.89
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80153187	70.19
TOTAL FOR 1100 - STREET FUND		44,073.72

1200 - CODE ENFORCEMENT FUND

NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80153157	2,741.98
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	816.28
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	308.15
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	1,345.97
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80153090	3,181.31
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00619851	76.33

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	8,470.02
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1300 - LIBRARY FUND

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153090	1,142.82
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153090	256.83
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80153090	808.46
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80153090	56.31
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	4,229.30
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	281.27
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153090	343.66
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	9,986.34
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	362.58
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80153090	456.52

US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80153090	144.80
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80153090	974.16
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	3,059.71
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153090	1,572.29
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	23.37
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	6.72
TOTAL FOR 1300 - LIBRARY FUND		23,705.14

1360 - GENERAL FUND GRANTS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153115	4,580.40-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80153115	4,580.40
BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153092	19,578.51
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153092	19,578.51-
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80153090	3,226.54-
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	20.60
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80153090	3,226.54
TOTAL FOR 1360 - GENERAL FUND GRANTS		20.60

1380 - SPOKANE SAFE STREETS FOR ALL

POLLYANNE F BIRGE	OPERATING SUPPLIES CHECK NO. - 00619849	27.22
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TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL 27.22

1390 - URBAN FORESTRY FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	169.77
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TOTAL FOR 1390 - URBAN FORESTRY FUND

169.77

1400 - PARKS AND RECREATION FUND

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153090	5,158.14
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	162.62
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153090	37.33
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80153090	457.81
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	5,040.38

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80153090	2,029.54
US BANK P CARD PAYMENTS	IF CITY INDIRECT COSTS ACH PMT NO. - 80153090	97.50
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80153090	3,085.70
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	1,432.15
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80153090	459.31
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	650.22
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	9,794.94
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	758.00
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80153090	65.00
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	565.08
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80153090	42.60
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80153090	700.80
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	715.00
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	549.45
US BANK P CARD PAYMENTS	SMALL TOOLS	

	ACH PMT NO. - 80153090	1,408.18
WA STATE DEPT OF REVENUE	ADVERTISING	
	-	3.09
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
	-	31.67
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	38.90
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT	
	-	10.67
WA STATE DEPT OF REVENUE	ITEMS PURCHASED FOR INVENTORY	
	-	226.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	0.45
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	140.37
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	-	49.86
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	56.88
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE	
	-	26.70

TOTAL FOR 1400 - PARKS AND RECREATION FUND	-----	33,794.54
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1425 - AMERICAN RESCUE PLAN

KITTELSON & ASSOCIATES INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80153076	6,343.75
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80153090	7.24

TOTAL FOR 1425 - AMERICAN RESCUE PLAN	-----	6,350.99
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1440 - FIRE GRANTS MISCELLANEOUS

AVIDEX INDUSTRIES LLC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80153057	5,336.96

TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS	-----	5,336.96
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1460 - PARKING METER REVENUE FUND

US BANK P CARD PAYMENTS	LEGAL SERVICES	
	ACH PMT NO. - 80153090	9.27
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80153090	783.34

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	864.96
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	347.63
US BANK P CARD PAYMENTS	PARKING ACH PMT NO. - 80153090	1.70
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153090	716.39

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	30.54
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	49.74
TOTAL FOR 1460 - PARKING METER REVENUE FUND		2,803.57

1560 - FORFEITURES & CONTRIBUTION FND

US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80153274	1,355.00
US BANK P CARD PAYMENTS	CAMERAS AND PROJECTION EQUIPMT ACH PMT NO. - 80153090	8,519.35
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	3,325.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		13,199.35

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80153179	584,339.25
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		584,339.25

1620 - PUBLIC SAFETY & JUDICIAL GRANT

US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80153274	86.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00619950	7.08
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		93.08

1680 - HOUSING AND HOMELESS SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	7.48
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TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES 7.48

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS MINOR EQUIPMENT
ACH PMT NO. - 80153090 3,273.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS SOFTWARE (NONCAPITALIZED)
ACH PMT NO. - 80153090 11.98

WA STATE DEPT OF REVENUE SOFTWARE (NONCAPITALIZED)
- 1.09

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE 3,286.61

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC VEHICLE REPAIR & MAINT SUPPLY
DBA ARG INDUSTRIAL CREDIT CARD PMT NO. - 70003185 52.54

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80153228 107.77

COLEMAN OIL COMPANY LLC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80153232 15,994.40

CONTROL SOLUTIONS NW INC BUILDING REPAIRS/MAINTENANCE
ACH PMT NO. - 80153064 477.32

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80153234 942.57

CORWIN OF SPOKANE LLC VEHICLE REPAIR & MAINT SUPPLY
CORWIN FORD SPOKANE ACH PMT NO. - 80153235 131.90

FASTENAL CO OPERATING SUPPLIES
ACH PMT NO. - 80153243 2,626.65

FASTENAL CO VEHICLE REPAIR & MAINT SUPPLY
ACH PMT NO. - 80153243 249.40

GALLS LLC CLOTHING
CREDIT CARD PMT NO. - 70003188 1,434.04

GALLS LLC CLOTHING ALTERATIONS & REPAIRS
CREDIT CARD PMT NO. - 70003188 27.31

GORDON TRUCK CENTERS INC DBA VEHICLE REPAIR & MAINT SUPPLY
PACIFIC TRUCK CENTERS CREDIT CARD PMT NO. - 70003189 1,349.40

HUGHES FIRE EQUIPMENT INC VEHICLE REPAIR & MAINT SUPPLY
CREDIT CARD PMT NO. - 70003191 3,117.37

IAN DAHL OTHER TRANSPORTATION EXPENSES
ACH PMT NO. - 80153281 84.50

L N CURTIS & SONS EQUIPMENT REPAIRS/MAINTENANCE
ACH PMT NO. - 80153238 3,730.13

L N CURTIS & SONS PERSONAL PROTECTIVE EQUIPMENT

	ACH PMT NO. - 80153066	4,887.68
NORDIC TARPS MFG	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00619971	762.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00619972	114.56
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153264	32.73
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80153264	330.28
SATURDAY NIGHT INC	CLOTHING ACH PMT NO. - 80153266	1,022.83
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153268	332.77
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00619973	12.41
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00619973	46.46
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80153090	56.34
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80153090	80.00
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80153090	554.35
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153090	3,357.68
US BANK P CARD PAYMENTS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80153090	24.53
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	1,242.01
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	7,829.80
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153090	805.49
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	936.09
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80153090	135.27
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	4,473.47
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	70.91
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153090	793.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153090	61.95
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	650.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	3,809.68
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80153090	10.69
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80153090	97.71
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153090	1,989.15
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153247	81.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	27.28
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	150.15
WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT -	68.03
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	27.35
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00619950	680.89
WHEELER INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153091	256.15
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		66,136.97

3200 - ARTERIAL STREET FUND		

CORRIDOR CONTRACTORS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153202	113,719.32
LIBERTY CONCRETE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153256	19,942.72
TOTAL FOR 3200 - ARTERIAL STREET FUND		133,662.04

3501 - WEST QUADRANT TIF		

KITTELSON & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153076	213.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE NATIVE PROJECT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80153260	190,000.00

TOTAL FOR 3501 - WEST QUADRANT TIF		190,213.75

4100 - WATER & HYDROELECTRIC SERVICES

AVISTA UTILITIES	PUBLIC UTILITY SERVICE	
	ACH PMT NO. - 80153119	96.20
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80153229	211,216.60
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80153229	1,402.67
BECKY WILLHITE	REFUNDS	
8722 N ELM ST	CHECK NO. - 00619857	838.03
BLACK ENTERRISES	REFUNDS	
801 W RIVERSIDE AVE STE 400	CHECK NO. - 00619853	218.35
BRUCE ANTHONY	REFUNDS	
20212 127TH PL SE	CHECK NO. - 00619862	140.78
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70003187	1,432.87
CLARY LONGVIEW LLC	VEHICLES	
DBA BUD CLARY FORD/HYUNDAI	ACH PMT NO. - 80153127	142,939.32
CORRIDOR CONTRACTORS LLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80153202	210,226.15
CRITTER CONTROL OF GREATER	CONTRACTUAL SERVICES	
SPOKANE	ACH PMT NO. - 80153236	1,144.46
DEBRA OFFILL AND HENRY LOEHNER	REFUNDS	
3723 S SUNDERLAND DR	CHECK NO. - 00619856	141.03
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80153132	76.68
ESTATE OF GENEVIEVE JOY	REFUNDS	
1218 W SINTO AVE	CHECK NO. - 00619836	6.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80153243	1,493.90
GAIL BLAIR ESTATE	REFUNDS	
24602 E BLUERIDGE AVE	CHECK NO. - 00619861	184.58
GERALD AND DEBORA CULLEN	REFUNDS	
2311 W 16TH AVE LOT 17	CHECK NO. - 00619859	169.53
GORLEY LOGISTICS LLC	CONTRACTUAL SERVICES	
dba FIKES NORTHWEST	ACH PMT NO. - 80153140	51.12

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JACOB HENDRIX	REFUNDS
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3842 E WORMWOOD CT	CHECK NO. - 00619968	137.10
KERSHAW INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70003173	1,014.97
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153255	6,331.29
MCGARD LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153153	9,976.00
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80153156	77,570.62
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003193	47.93
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003186	110.00
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80153261	12,474.23
ON-TOP REALITY 1621 S WILLIAMS LN	REFUNDS CHECK NO. - 00619854	153.63
OXARC LLC	OPERATING SUPPLIES ACH PMT NO. - 80153262	6,702.01
PARAS HOMES LLC 603 N HAVANA ST	REFUNDS CHECK NO. - 00619855	46.90
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES ACH PMT NO. - 80153265	458.76
SCOTT LILLY 14709 E CAPRIO AVE	REFUNDS CHECK NO. - 00619860	100.17
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153268	195.10
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00619837	19,590.74
TWO CATALPA LLC PO BOX 1086	REFUNDS CHECK NO. - 00619858	111.98
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00619873	1,764.42
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153090	1,384.07
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153090	3,954.35
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	531.81

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80153090	1,380.81
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	4,042.16

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80153090	84.73
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80153090	436.39
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	1,374.44
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	1,694.98
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	85.00
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80153090	281.48
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	3,728.40
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	14,520.10
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	572.34
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153090	393.41
US BANK P CARD PAYMENTS	TESTING SERVICES ACH PMT NO. - 80153090	14.83
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153185	85.68
W W GRAINGER INC DBA GRAINGER	MINOR EQUIPMENT ACH PMT NO. - 80153143	94.70
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80153189	21,836.58
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	7.74
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	907.82

TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES 765,975.94

4250 - INTEGRATED CAPITAL MANAGEMENT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153097	7,765.81
LOGAN CALLEN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00619964	22.70
LOGAN CALLEN	PARKING/TOLLS (LOCAL) CHECK NO. - 00619964	9.28

LOGAN CALLEN	PER DIEM CHECK NO. - 00619964	414.00
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153150	212.50
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80153212	21,841.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	368.27
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	384.99
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	333.55
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		31,352.80

4310 - SEWER MAINTENANCE DIVISION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153228	738.86
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153240	18.50
ERIN WEIL	OTHER MISC CHARGES CHECK NO. - 00619846	1,500.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003186	330.00
T-MOBILE	CELL PHONE CHECK NO. - 00619975	780.16
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	124.20
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	947.87
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	1,551.82
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	5,152.18

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80153090	2,534.40
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	2,661.20
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	2,975.38
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153090	748.19
W W GRAINGER INC	OPERATING SUPPLIES	

DBA GRAINGER	ACH PMT NO. - 80153143	926.63
W W GRAINGER INC	SAFETY SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80153143	133.18
WA STATE DEPT OF REVENUE	MISC REPAIRS/MAINTENANCE	
	-	84.72
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	24.90
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		----- 21,232.19

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80153117	170.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80153119	319.34
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80153119	23.70
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL	
	CHECK NO. - 00619850	2,210.84
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80153063	2,864.75
COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80153270	117.09
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES	
	ACH PMT NO. - 80153242	475.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80153139	238.15
GORLEY LOGISTICS LLC	LAUNDRY/JANITORIAL SERVICES	
dba FIKES NORTHWEST	ACH PMT NO. - 80153140	59.64
HARRINGTON INDUSTRIAL PLASTICS LLC	OPERATING SUPPLIES	
	CREDIT CARD PMT NO. - 70003171	425.04

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HASA INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80153248	30,563.45
HDR ENGINEERING INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80153098	11,493.48
IDEXX DISTRIBUTION GROUP	OPERATING SUPPLIES	
IDEXX LABORATORIES INC	ACH PMT NO. - 80153249	703.64
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80153250	7,882.45
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80153254	86,579.45
MORRIS NETWORK CONTRACTING LLC	PROFESSIONAL SERVICES	
DBA NETWORK CONTRACTING LLC	ACH PMT NO. - 80153102	900.08

NICHOLAS MCKENZIE	MINOR SAFETY EQUIPMENT CHECK NO. - 00619970	360.00
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003175	645.40
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003186	210.00
PARAMOUNT SUPPLY CO	OPERATING SUPPLIES CHECK NO. - 00619871	384.03
POLYDYNE INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003194	6,840.57
T-MOBILE	CELL PHONE CHECK NO. - 00619975	29.75
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80153090	152.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	268.99
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	16,065.61
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	276.22
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153090	1,689.99
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153275	155.12
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80153275	712.37
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80153247	2,389.06

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W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80153247	967.01
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	159.38
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00619977	3,676.12
YADON CONSTRUCTION SPECIALTIES INC	OPERATING SUPPLIES ACH PMT NO. - 80153279	229.11

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC -----
180,237.53

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80153228	738.86
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US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153090	4,468.52
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	7,013.00
WA STATE DEPT OF ECOLOGY	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153189	85,433.00
TOTAL FOR 4330 - STORMWATER		----- 97,653.38

4490 - SOLID WASTE DISPOSAL

AKONA PROCESS SOLUTIONS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153116	3,639.64
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80153120	432.04
BIG SKY INDUSTRIAL/DIV OF ROCHELLE CONSTRUCTION SERVICES	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70003163	25,874.70
DYKMAN ELECTRIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153133	8,305.00
ECOICHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153134	13,533.79
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003168	494.79
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003168	1,537.74
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153099	1,102,585.28

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153158	4,233.43
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153163	12,212.68
SPECIALTY MACHINING & MFG CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153175	1,252.35
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80153090	832.76
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80153090	865.14
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	4,077.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	672.16
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	5,692.52
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	

	ACH PMT NO. - 80153090	614.79
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153090	255.09
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153090	1,267.74
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	12,842.84
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153090	173.47
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153090	1,180.67
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	47.38
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	307.95

	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	1,202,931.59

4500 - SOLID WASTE COLLECTION

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80153240	136.32
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80153090	240.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	1,654.96
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	197.11
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	2,520.23
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80153090	253.59
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	130.84
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	25.79
WA STATE DEPT OF REVENUE	PERMITS/OTHER FEES CHECK NO. - 00619976	977.84

	TOTAL FOR 4500 - SOLID WASTE COLLECTION	6,136.68

4530 - SOLID WASTE LANDFILLS

US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80153090	366.10

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	56.86
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	344.93
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		----- 767.89

4600 - GOLF FUND

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80153090	863.33
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80153090	953.04
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	2,661.45
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	1,184.81
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	1,429.47
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80153090	620.21

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND	----- 7,712.31
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4700 - DEVELOPMENT SERVICES

ADAM OR ANNA CROWDER 518 E 9TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00619863	30.76
BRYON LOURENCO 8018 GRACE LN UNIT 2	PERMIT REFUNDS PAYABLE CHECK NO. - 00619865	610.70
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80153090	531.81
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80153090	193.65
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	152.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	613.54
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153090	300.44
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80153090	169.77
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80153090	2,866.64

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	1,073.00
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TOTAL FOR 4700 - DEVELOPMENT SERVICES		6,543.04
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5100 - FLEET SERVICES FUND

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003167	2,934.94
CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80153061	40,871.34
COBALT TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153128	7,070.85
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80153232	105,654.50
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153237	7,332.79
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70003189	18,826.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80153144	2,016.18
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00619852	15,339.46
INLAND PACIFIC TRAILER SERVICE & REPAIR LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153147	1,652.60
JEFF L ROGERS DBA JEFFS CUSTOM AUTO DETAIL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153148	294.51
LITHIA MOTORS PAYMENT PROCESSING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153230	83.47
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153079	572.75
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153161	382.94
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153264	24,304.12
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80153264	18,865.13
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153088	88,989.48
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	786.33
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	10.91-
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	

	ACH PMT NO. - 80153090	260.00
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00619851	77.41
TOTAL FOR 5100 - FLEET SERVICES FUND		----- 336,304.59

5200 - PUBLIC WORKS AND UTILITIES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00619963	55.45
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153240	688.88
KERSHAW INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70003192	646.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	323.98

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	119.95
US BANK P CARD PAYMENTS	PERIPHERAL EQUIPMENT ACH PMT NO. - 80153090	121.60
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	409.00

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	----- 2,365.50
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5300 - IT FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00619848	845.32
CARASOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80153060	175,478.08
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153132	25.56
LEVEL 3 FINANCING INC DBA LEVEL 3 COMMUNICATIONS LLC	TELEPHONE CHECK NO. - 00619969	3,582.71
QUADIENT FINANCE USA INC	OPERATING SUPPLIES CHECK NO. - 00619872	294.85
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80153082	1,000.00
STRUCTURED COMMUNICATION SYSTEMS INC	HARDWARE MAINTENANCE ACH PMT NO. - 80153087	44,115.79
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	950.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80153090	38.00

US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80153090	285.19
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80153090	2,216.75
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	19.36
ZAYO GROUP HOLDINGS INC DBA ZAYO NETWORK SERVICES LLC	TELEPHONE ACH PMT NO. - 80153280	2,796.35
TOTAL FOR 5300 - IT FUND		231,647.96

5500 - PURCHASING AND CONTRACTS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	8,762.41
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		8,762.41

5600 - ACCOUNTING SERVICES

FIFTH ASSET INC DBA DEBTBOOK	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80153068	30,548.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	194.20
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80153090	225.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		30,967.20

5700 - SPOKANE 311

US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153090	120.01
TOTAL FOR 5700 - SPOKANE 311		120.01

5750 - OFFICE OF PERFORMANCE MGMT

AT&T MOBILITY	CELL PHONE CHECK NO. - 00619848	152.94
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80153185	42.84
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80153188	16,032.82
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		16,228.60

5800 - RISK MANAGEMENT FUND

DAVIES CLAIMS SOLUTIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80153067	22,966.30
TOTAL FOR 5800 - RISK MANAGEMENT FUND		22,966.30

5810 - WORKERS' COMPENSATION FUND

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80153132	25.56
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	25.56
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5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153239	43,794.18
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80153251	192,107.30
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80153077	36,567.93
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80153166	592.55
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80153166	785,518.59
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	OTHER GENERAL MISC REVENUE ACH PMT NO. - 80153166	7,272.10-
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	152.69
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,051,461.14	

5900 - FACILITIES MANAGEMENT FUND OPS

ACCESS UNLIMITED & SECURITY INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00619847	553.68
CAMCO CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153059	2,862.84
CARLSON SHEET METAL WORKS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153231	275.00
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153245	545.50
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00619838	3,142.08
OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES	

DBA WAYNE DALTON SALES &	CHECK NO. - 00619838	393.76
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80153263	2,592.20
SHAWN COLE CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153168	34,181.25
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	683.04

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80153090	667.92
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80153090	79.42
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80153090	134.64
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80153090	13,553.84
W B SPRAGUE COMPANY INC DBA SPRAGUE PEST SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80153180	163.16
WA STATE DEPT OF REVENUE	MISC SERVICES/CHARGES -	52.52
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	95.79
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		59,976.64

5901 - ASSET MANAGEMENT FUND CAPITAL

CALE AMERICA INC DBA FLOWBIRD	MACHINERY/EQUIPMENT CREDIT CARD PMT NO. - 70003166	45,714.20
MACKAY METERS INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80153258	148,976.05
US BANK P CARD PAYMENTS	COMMUNICATIONS EQUIPMENT ACH PMT NO. - 80153090	952.73
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80153090	692.74
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		196,335.72

5902 - PROPERTY ACQUISITION POLICE

US BANK P CARD PAYMENTS	IF CAPITAL COMMISSIONING ACH PMT NO. - 80153090	816.16
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		816.16

5903 - PROPERTY ACQUISITION FIRE

US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80153090	6,028.76
US BANK P CARD PAYMENTS	VEHICLES ACH PMT NO. - 80153090	1,050.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WA STATE DEPT OF REVENUE	VEHICLES -	95.55
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		----- 7,174.31
5904 - FACILITIES CAPITAL		

ATS INLAND NW LLC	OTHER IMPROVEMENTS ACH PMT NO. - 80153118	20,111.14
TOTAL FOR 5904 - FACILITIES CAPITAL		----- 20,111.14
6080 - POLICE PENSION FUND		

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80153089	150,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		----- 150,000.00
6100 - RETIREMENT		

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80153090	75.81
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80153090	47.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80153090	6,695.00
TOTAL FOR 6100 - RETIREMENT		----- 6,818.31
6200 - FIREFIGHTERS' PENSION FUND		

DANIEL GETZ	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80153112	525.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153239	2,664.00
DENNIS HANSEN	SERVICE REIMBURSEMENT ACH PMT NO. - 80153113	9,700.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00619843	44,290.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80153077	3,716.57

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	OTHER GENERAL MISC REVENUE ACH PMT NO. - 80153166	1,608.47-
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80153166	44,770.78
ROBERT MYERS	SERVICE REIMBURSEMENT CHECK NO. - 00619844	115.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		----- 104,172.88

6300 - POLICE PENSION

DANIEL GETZ	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80153112	525.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80153239	931.00
EMPRES HOME CARE OF BELLINGHAM LLC	SERVICE REIMBURSEMENT CHECK NO. - 00619841	1,807.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00619842	6,830.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00619843	24,287.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80153077	2,884.89
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	OTHER GENERAL MISC REVENUE ACH PMT NO. - 80153166	714.36-
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80153166	34,442.05
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00619845	10,216.00
TOTAL FOR 6300 - POLICE PENSION		----- 81,208.58

6920 - CLAIMS CLEARING FUND

JP MORGAN COMMERCIAL CARD SOLUTIONS	WARRANTS PAYABLE CHECK NO. - 00619967	441,131.91
TOTAL FOR 6920 - CLAIMS CLEARING FUND		----- 441,131.91

TOTAL CLAIMS	----- 6,227,998.16
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**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Council Meeting Date:** 06/15/2026

Date Rec'd	6/9/2026
Clerk's File #	CPR 2026-0003
Cross Ref #	
Project #	

Submitting Dept	ACCOUNTING	Bid #	
Contact Name/Phone	MATT BOSTON 6028	Requisition #	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		

Council Sponsor(s)**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** NO**Agenda Item Name** ACCOUNTING-PAYROLL THRU 06-06-2026**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: JUNE 6, 2026.
 Payroll check #580502 through check #580710 \$10,723,653.53

Summary (Background)

Payroll

What impacts would the proposal have on historically excluded communities?

N/A - operational reporting requirement

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 - operational reporting requirement

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

N/A - operational reporting requirement

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 - operational reporting requirement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 10,723,653.53	# Various
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	LIPPS, JOSH
Division Director	STRATTON, JESSICA
Accounting Manager	
Legal	
For the Mayor	
Distribution List	

PAYROLL RECAP BY FUND
PAY PERIOD ENDING JUNE 6, 2026

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	12,147.38
0230	CIVIL SERVICE	50,653.20
0260	CITY CLERK	27,824.66
0320	COUNCIL	63,914.40
0330	PUBLIC AFFAIRS / COMMUNICATIONS	38,755.20
0370	ENGINEERING SERVICES	193,937.39
0380	TRANSPORTATION & SUSTAINABILITY	6,631.20
0410	FINANCE	56,127.20
0450	CD/HS DIVISION	10,400.00
0470	HISTORIC PRESERVATION	11,854.40
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	5,587.20
0500	LEGAL	150,290.63
0520	MAYOR	45,124.12
0550	NEIGHBORHOOD SERVICES	16,594.40
05601	MUNICIPAL COURT	140,883.89
0570	OFFICE OF HEARING EXAMINER	6,916.80
0580	FAMILY & YOUTH SERVICES	4,081.60
0620	HUMAN RESOURCES	48,250.40
0650	PLANNING SERVICES	56,600.80
0680	POLICE	2,728,404.32
0690	PROBATION SERVICES	87,609.27
0700	PUBLIC DEFENDERS	99,170.02
0750	ECONOMIC DEVELOPMENT	16,495.20
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,878,253.68

FUND	FUND NAME	TOTAL
1100	STREET	292,056.15
1200	CODE ENFORCEMENT	83,072.02
1300	LIBRARY	303,496.75
1380	TRAFFIC CALMING MEASURES	3,947.20
1390	URBAN FORESTRY	3,353.60
1400	PARKS AND RECREATION	501,693.48
1430	GRANTS MANAGEMENT	31,516.00
1460	PARKING METER	40,684.90
1510	SPOKANE UNITED 911 NETWORK	7,218.40
1620	PUBLIC SAFETY & JUDICIAL GRANT	5,589.41
1680	CD/HS	53,228.81
1970	EMS FUND	2,229,071.22
4100	WATER	563,064.30
4250	INTEGRATED CAPITAL FUND	77,858.41
4300	SEWER	835,688.61
4480	REFUSE	728,245.19
4600	GOLF	88,812.46
4700	GENERAL SERVICES FUND	242,229.89
5100	FLEET SERVICE	139,978.53
5200	PUBLIC WORKS & UTILITY FUND	65,451.72
5300	MIS	210,342.82
5500	PURCHASING	34,067.20
5600	ACCOUNTING SERVICES	151,312.07
5700	MY SPOKANE	36,814.89
5750	PROJECT MANAGEMENT OFFICE	33,030.62
5800	RISK MANAGEMENT	3,144.80
5810	WORKER'S COMPENSATION	3,792.00
5830	SELF-FUNDED MEDICAL/DENTAL	9,745.90
5900	ASSET MANAGEMENT	52,506.89
6060	CITY RETIREMENT	14,385.61
	TOTAL	<u>10,723,653.53</u>

MINUTES OF SPOKANE CITY COUNCIL

Monday, June 1, 2026

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: <https://vimeo.com/spokanecitycouncil>.

Roll Call

On roll call, Council President Pro Tem Klitzke and Council Members Cathcart, Dillon, Dixit, Telis, and Zappone were present. Council President Wilkerson arrived at 3:47 p.m.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Interviews of Nominees to Boards and Commissions**.

BRIEFING ON AGENDA ITEMS

Final Agenda for June 1, 2026

- OPR 2026-0158 (Compassionate Addition Treatment Shelter Beds) – Arielle Anderson
- OPR 2026-0424 (Monroe Street PSA) – Adam McDaniel

Updated Draft Agenda for June 8, 2026

- OPR 2026-0491 (Power Grounding Study) – Stephen C. Williams
- OPR 2026-0494 (2026 Grind & Overlay) – Chris Wright

Draft Agenda for June 15, 2026

- ORD C36884 [Establishing the Spokane Urban Native Advisory Council (SUNAC)] – Alex Scott

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS

June 1, 2026, Final Agenda

Purchase and Sale Agreement - 824 N. Monroe Street (OPR 2026-0424) (Deferred to June 1, 2026, Agenda, from May 18, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session) (Council Sponsor: Council Member Telis)

Motion by Council Member Telis, seconded by Council President Pro Tem Klitzke, **to approve** the Telis Proposed Amendment to OPR 2026-0424 (Purchase and Sale Agreement for the City of Spokane property located at 824 N. Monroe Street) filed May 27, 2026; **carried 6-0.** (Note: The adoption of the amendment without rules suspension results in an automatic deferral of the item to June 8, 2026.)

June 8, 2026, Updated Draft Agenda

2026 Grind and Overlay Contract (OPR 2026-0494) (Council Sponsor: Council Member Klitzke)

Motion by Council Member Dillon, seconded by Council Member Telis, **to defer** OPR 2026-0494 (2026 Grind and Overlay Contract) to June 8, 2026, Agenda; **carried 6-0.**

June 15, 2026, Draft Agenda

First Reading Ordinance C36884 (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)

Motion by Council Member Telis, seconded by Council Member Dillon, **to approve** adding all City Council members as sponsors to First Reading Ordinance C36884 [establishing the Spokane Urban Native Advisory Council (SUNAC)]; **carried 6-0.**

(Council President Wilkerson arrived at 3:47 p.m., during discussion on First Reading Ordinance C36877.)

June 22, 2026, Agenda

First Reading Ordinance C36877 (First Reading deferred to June 22, 2026, Agenda, from June 1, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Second Reading to July 15, 2026.) (Council Sponsors: Council Members Dillon, Dixit, and Klitzke)

Motion by Council Member Dillon, seconded by Council Member Tellis, **to approve** the Telis/Dillon/Dixit Proposed Amendment to First Reading Ordinance C36877 (relating to cooling for residential tenants) filed May 28, 2026; **carried 5-2.**

Presentation of Five-Year Pin

Council President Wilkerson recognized Abigail Martin, Manager of Neighborhood Connectivity Initiatives-City Council Office, for her five years of service and presented her a five-year pin.

Action to Approve Agenda

The City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Zappone, seconded by Council Member Dixit, **to approve** the June 8, 2026, Updated Draft Agenda, as amended, as next week's Final Agenda; **carried 7-0.**

Council Recess/Executive Session

The City Council recessed at 4:05 p.m. No executive session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement

Council President Wilkerson started the meeting off by reading the “Land Acknowledgement” (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call

On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, Telis, and Zappone were present.

Shae Blackwell, Legislative Assistant-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Proclamations and Salutations**.

There were no **Reports from Community Organizations**.

There was no **Poetry at the Podium**.

There were no **Boards and Commissions Appointments**.

(Clerical Note: City Council held Hearing Item H1. (Hearing on Emergency Ordinance C36865) before considering the Reports, Contracts, and Claims Agenda.)

REPORTS, CONTRACTS, AND CLAIMS AGENDA

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Purchase of up to 4 new or used vehicles for the Spokane Police SIU Unit using 5 undercover vehicles that have exceeded their useful life and 3 vehicles that were seized due to criminal activity as trade. (OPR 2026-0470) (Council Sponsors: Council Members Telis and Cathcart)

Value Blanket for purchase from Ergon Asphalt and Emulsions, Inc. (Spokane) for emulsified asphalt (CSS-1H and CSS-1) and fog seal as needed over a five-year period from June 1, 2026 through May 31, 2031—not to exceed \$500,000 (incl. tax). (OPR 2026-0471 / ITB 6498-26) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Value Blanket for purchase from AAA Concrete, Inc. (Spokane, WA) for concrete mix as needed over a five-year period from June 29, 2026, through June 28, 2031—not to exceed \$350,000 (incl. tax). (OPR 2026-0472 / RFQ 6510-26) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Contract Renewal 2 of 2 with Environment Control (Spokane) for ongoing janitorial services for SFD Facilities from July 1, 2026, through June 30, 2027—\$88,320. (OPR 2022-0589 / IPWQ 5679-22) (Council Sponsors: Council President Wilkerson and Council Member Telis)

Amendments 1, 2, and 3 to Interagency Agreement number IAA26858 between Washington State Administrative Office and Spokane Municipal Court for Therapeutic Courts. Amendment 1: Updates Attachment A to Agreement – No change in dollar amount; Amendment 2: \$8,000 increase in benefit costs; and Amendment 3: \$26,000 increase for recovery support. Total award with increases: \$464,330. (OPR 2025-0506) (Relates to Special Budget Ordinance C36880)

Grant Agreement with the State of Washington Department of Ecology for the 2025-2027 Biennial Stormwater Capacity Grant (WQSWCAP-2527-Spokane-00222)—Total Grant amount \$120,000. (OPR 2026-0464) (Council Sponsor: Council President Wilkerson)

Public Works Agreement with Colvico, Inc., (Spokane) for the installation of a previously purchased generator at the Spokane Central Service Center—\$148,600 (plus tax). (OPR 2026-0465 / PW ITB 6520-26) (Council Sponsor: Council Member Klitzke)

Public Works agreement with Greystone Construction Company (Shakopee, MN) for the purchase and installment of a material storage building—\$141,825 (not incl. additional tariff costs at time of shipping). (OPR 2026-0466) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Low Bid of Shamrock Paving, Inc. (Spokane) for 3rd Avenue and Stevens Street Grind and Overlays project—\$2,774,000. An administrative reserve of 10% of the contract price will be set aside. (Riverside and Cliff-Cannon Neighborhoods) (OPR 2026-0467 / EGN 2024062) (Council Sponsor: Council Member Klitzke)

Low Bid of N.A. Degerstrom, Inc. (Spokane Valley, WA) for Chestnut Street Bridge Scour project—\$1,314,295. An administrative reserve of 10% of the contract price will be set aside. (Latah Neighborhood) (OPR 2026-0468 / ENG 2022093) (Council Sponsor: Council Member Klitzke)

Purchase Agreement with Hughes Fire Equipment Inc., (Springfield, OR) for a new Pierce Tiller Ladder through cooperative contract HGACbuy contract #FS12-23—\$2,586,517.94 (incl. tax). (OPR 2026-0469) (Council Sponsors: Council President Wilkerson and Council Member Telis)

Contract Amendment A with Compassionate Addition Treatment DBA CAT Spokane to support emergency shelter beds at CAT's Recovery Options Center scattered site for the full 18-month contract period—additional \$286,722.50. (OPR 2026-0158) (Council Sponsors: Council Members Dixit and Zappone)

Acceptance of FIFA World Cup Federal passthrough grant funds—\$1,052,900. (OPR 2026-0482) (Relates to OPR 2026-0483 on the Reports, Contracts, and Claims Agenda, Special Budget Ordinance C36879, and Resolution 2026-0037) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Acceptance of FIFA World Cup State grant funds—\$112,492. (OPR 2026-0483) (Relates to OPR 2026-0482 on the Reports, Contracts, and Claims Agenda, Special Budget Ordinance C36879, and Resolution 2026-0037) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 15, 2026, total \$16,564,077.98 (Check Nos.: 619334-619549; Credit Card Nos.: 003072-003114; ACH Nos.: 152226-152577), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$15,887,002.54. (CPR 2026-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through May 22, 2026, total \$8,609,785.96 (Check Nos.: 619550-619693; Credit Card Nos.: 003115-003139; ACH Nos.: 152578-152848), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,949,821.33. (CPR 2026-0002)
- c. Payroll claims of previously approved obligations through May 23, 2026: \$10,217,017.81 (Check Nos.: 580390-580501). (CPR 2026-0003)

Minutes:

- a. City Council Meeting Minutes: May 11 and May 18, 2026. (CPR 2026-0013)

- b. City Council Special Meeting Minutes: May 14 and May 21, 2026. (CPR 2026-0013)
- c. City Council Public Infrastructure, Environment and Sustainability Standing Committee Meeting Minutes: May 11, 2026. (CPR 2026-0019)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36879 (Relates to OPR 2026-0482 and OPR 2026-0483 on the Reports, Contracts, and Claims Agenda and Resolution 2026-0037) (Council Sponsors: Council Members Cathcart and Telis)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36879** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept two FIFA Grants, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36880 (Relates to OPR 2025-0506 on the Reports, Contracts, and Claims Agenda) (Council Sponsors: Council President Wilkerson and Council Members Telis and Cathcart)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36880** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to accept additional funding from the Administrative Office of the Courts, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Special Budget Ordinance C36881 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36881** amending Ordinance No. C36794, entitled in part "An Ordinance adopting a Mid-biennial Modification Budget for the City of Spokane," and amending it to purchase a transformer for Upriver Dam, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

EMERGENCY ORDINANCE

Emergency Ordinance (Deferred from May 18, 2026, Agenda, during May 18, 2026, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)

After an opportunity for public testimony, with no individuals speaking, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Emergency Ordinance C36875** of the City of Spokane making technical corrections recently enacted eviction prevention provisions, amending Section 10.57.160 of the Spokane Municipal Code, and declaring an emergency.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

RESOLUTION

Resolution 2026-0037 (Relates to OPR 2026-0482 and OPR 2026-0483 on the Reports, Contracts, and Claims Agenda and Special Budget Ordinance C36879) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

After an opportunity for public testimony and Council commentary, with no individuals speaking, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2026-0037** setting forth the City Council's approval and endorsement of funding for a one-time FIFA World Cup Grant, and authorizing execution of related contracts without further City Council review and action.

Ayes: Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

There were no **Final Reading Ordinances**.

FIRST READING ORDINANCE

The following Ordinance was read for the first time, with further action deferred. Public testimony was allowed on the First Reading Ordinance; however, no individuals spoke on the ordinance.

ORD C36883 Regulating aggressive speeding and street racing, and enacting a new Chapter 16A.85 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Cathcart)

There were no **Special Considerations**.

HEARINGS

Hearing on Emergency Ordinance C36865 (Passed by City Council on April 13, 2026) (Council Sponsors: Council Members Klitzke and Zappone)

The City Council held a hearing on Emergency Ordinance C36865 imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing (on June 1, 2026); and declaring an emergency. After a staff report by Planning Director Spencer Gardner and an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Motion by Council Member Klitzke, seconded by Council Member Dillon, **to close** the hearing; **carried 7-0**.

There was an opportunity for Council commentary, with none provided. As there was no change to the findings for Ordinance C36865, no further action was taken.

[The City Clerk left the meeting at 6:20 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by the City Council Office for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Margo Hill
- Sunshine Wigen

ADJOURNMENT

Motion by Council Member Klitzke, seconded by Council Member Dillon, **to adjourn; carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 6:25 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the June 8, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on June 15, 2026.

Betsy Wilkerson
City Council President

Attest:

Terri Pfister
City Clerk

SPECIAL MEETING MINUTES
City of Spokane City Council Special Meeting
Facilitated Conversation on Council's Organizational Analysis
Gesa Pavilion, Expo Room
574 N Howard St. Spokane, WA 99201
June 5, 2026

Call to Order: 11:13 a.m.

Attendance:

Council Members Present: Council President Wilkerson, Council Members Cathcart, Zappone, Dillon, Telis, Dixit, and Klitzke (CM Klitzke called in at 11:15 a.m. on CM Zappone's phone and arrived in-person at 11:20 a.m. and arrived in-person at 11:25 a.m.; left at 12:18 p.m. and returned at 12:20 p.m.)

Council Members Absent: none

Staff Present: Amy Mabey (Matrix Consulting Group Facilitator) and Giacobbe Byrd (Council Office Director)

Agenda Items:

1. Call to Order, Welcome, and Workshop Overview
 - Amy Mabey, from Matrix Consulting Group, facilitated the council member workshop. She waited until most council members were present to start the meeting. She skipped over the welcome and workshop overview, as council members were running late.
2. Discuss Definitions of Organizational and Legislative Success
 - Mrs. Mabey asked Council Members to take a moment to think about organizational and legislative success from the perspective of their individual role as council member, as a legislative body, and from an outside perspective.
 - Mrs. Mabey then led discussion amongst Council members regarding visions for long-term success, governance effectiveness, organizational priorities, service expectations, operational sustainability, transparency, responsiveness, and desired outcomes from implementation efforts.
 - Organizationally:
 - Clear systems and expectations, including an expectation that Council members are focused on high-level issues and direction while staff is there to assist.

- Clear management and reporting systems that provide parameters but allow for flexibility.
 - A desire to foster a supportive team.
 - An interest in making sure needs are covered and reflected of policy priorities and budget.
 - An interest in ensuring that council members and the council office are connecting with folks.
 - Fostering a healthy and meaningful work environment that focuses both on a unified office, and one that allows for individuality. This would include a diversity of ideas supported and encouraged with staff support needed to encourage that.
 - More professionalism in every context, leading with respect. Contrasting with current informality.
- Operationally:
 - Implementation of the Council Operations Guide.
 - Establishing professional norms.
 - Challenges with division of labor with HR.
 - An ideal that everything moves without unintended friction with good standards and expectations.
 - Defined processes for everything the council office does and basic standards across the office, including council members.
 - How council is organized being how they will operate and how they operate is how they legislate.
 - Comments that clear goals would help guide council.
 - Interest in running smoothly with communication and trust in collaboratively without duplicating efforts. Discussion around this requiring clear ownership of tasks.
 - Need for clarity for council staff around how they are being supported.
- Legislatively:
 - Having the ability to look back, address, and review previous legislation.
 - Interest in a data-driven approach.
 - How, overall, process is improved, but a challenge is trust, which results in duplication of resources. This also results in a lack of defined ownership. Who is in charge of legislation at various points in the process?
 - How there is a core understanding of the issues and different ideas for how to address those problems and that there can be a variable is the administration. Discussion about how, currently, the administration is a lot more legislatively focused and how there can be communication gaps between council members and

administration, which can result in lack of transparency and a sense of urgency.

- Interest expressed in a code reviser position to operationalize putting out memos or connecting those who need to talk, as a neutral, third party.
 - That some structural challenges can be somewhat resolved with neutral staff, but still questions of how do Council Members get feedback and who is in charge of incorporating feedback.
 - That, currently, public meetings are places where things can feel final or wrote. Using the times together in public spaces more strategically.
 - That community backlash when Council Members express preliminary concerns is strong, which creates a culture of not wanting to share. This is particularly relevant to the budget process.
 - That there are challenges and potential solutions of having more informal, public conversations.
 - Lacking in technology around processes. Still missing a public interface of public information. Dashboard and timelines to see where an item is at in its timeline would solve both community and council member frustration.
- From a community/partner/resident perspective:
 - A goal of ease when contacting Council and that the Council's legislative and budget scope is understood.
 - That there is a clear boundary between Council and Administrative roles.
 - That Council is responsive and folks feel heard.
 - Clear expectations are established.
 - Conversation that gaps in communication can foster unclear expectations for what's possible and what's not. This extends to staff as well.

3. Review Recommendations and Strategic Themes

- Mrs. Mabey reviewed the attached PowerPoint presentation with Council Members. She prefaced her presentation with a brief and high-level explanation of the Council Office staff response to the same presentation, which was given to them yesterday. Generally, she described the response as frustration with all of the budget-focused recommendations and a lack of clear direction from the Council on next steps.
- Mrs. Mabey reviewed key recommendations by category and theme, including organizational structure, staffing, governance processes, technology, communications, policy development, operational practices, and service delivery considerations.
- When discussing areas of improvement, she communicated that this is an opportunity for the council to hit a re-set button both internally and externally.

- When discussing comparative assessment, discussion revolved around City Clerk team administrative support, full-time vs. part-time Council Members in the staffing comparison, and the expectations of neighborhood councils.
- Mrs. Mabey emphasized that the council is justified in current staffing levels.
- Mrs. Mabey also emphasized the need for quick decision making and clear communication to staff about that decision.
- Mrs. Mabey talked through recommendations
 - Council Member discussion around the utility of timesheets and that being platform-dependent.
 - Mrs. Mabey discussed staff concerns with the current timesheet deadline, which results in the need to project time for the last two days of the pay period.
 - Council Members asked for examples and templates for various recommendations, including a communications plan and a Council annual work plan. Discussion about putting some of that goal setting work in the committee setting.
 - Council Members expressed frustration around making siloed decisions. Having information from departments up-front would be a helpful part of this process. Discussion around need for department priorities early on in the budget process. Council Members expressed frustration with a lack of consistent, detailed, department-level budget information from administration. Also frustration with administration not building in the council process to their timelines for items.
 - Discussion around need for staff support across agencies like Ecology or WSDOT as well as regional jurisdictions. Council Members are usually only brought into the tense high-level conversations and there's an interest in having staff engaged at the detail level.
 - Discussion on re-aligning staff to a legislative focus.
 - Discussion on splitting costs for positions from special revenue funds. Concerns raised about reporting to two different branches of government. Some Council Members expressed concern in having positions being shared.
 - Discussion around interest in re-posting any position that is significantly re-configured.
 - Mrs. Mabey talked about the potential to transfer some positions to administration. Some frustration was expressed about transferring positions if a main issue is budget.
 - Discussion about a new category of Senior Legislative Assistant to meet the intent of professional development growth. Discussions around whether Legislative Assistant positions are a career job or is it a pipeline to other positions. Discussion around importance of building trust and relationships both internal and external to the office.
 - Question about whether it is sustainable long-term for Council President not to have a full-time Legislative Assistant.
 - Budget consideration discussions focused on:

- Mrs. Mabey reviewing all the various options
- Questions about who owns the management of council subcommittees under the various proposals.
- Mrs. Mabey suggesting that, if the initiative manager positions are removed, then the subcommittees should also be removed.
- Concerns expressed with all the options that assume that equity and housing and homelessness are not core legislative functions.
- Talk about potential of embedding equity impact work into analyst position.
- The question of whether council should be managing and executing initiatives.
- The need to not be reactionary to various administrations.
- Issues with holding council staff to a standard of something that they have not yet been told to do.
- Concerns about the workload for an analyst that also does community engagement work.
- Defining legislative needs: budget and equity priorities were expressed along with questions about what that looks like.
- The ramifications of committees that ideate and send staff in different directions and concerns expressed that the current structure is untenable.
- Council does not have the power to implement change operationally.
- Need for follow-up after something is passed.
- Big components of community engagement are the subcommittees.
- Overlap of duties between commissions and council subcommittees.
- Dedicated code revisor for policy shop.
- Mrs. Mabey noted that staff are waiting for the Council's direction and have been patient so far.
- Review of the options for current deficient slides and clarifying questions about the impacts of the various options.
- Questions posed about how to set their budget for the next biennium.
- Discussions about the legislative branch having a relatively small allocation of the general fund and also that what is provided by the legislative branch is very different from the administration.
- Discussion about the Mayor's office increases and how council has previously approved those increases.
- Centering conversation on what is the need. For some, talking about the percentage of the budget doesn't make sense. What would actually make the council office operate well?
- Question posed of whether the administration should own outreach.
- Question posed of whether the Council needs a high-level communications position or does that position need to be more website or digitally focused. Noted that Legislative Assistants do a lot of communications work. Discussion around the need for those

expectations to be clarified. Discussion about there being a lot of hands doing the same thing in terms of communication.

- Discussions on next steps. The question was posed of if council transitions to analysts and retain two analysts, what does that look like.

4. Discuss Implementation Sequencing and Timelines

- This agenda item was skipped as the meeting was running behind schedule.

5. Break

- There was no break observed, as the meeting was running behind schedule.

6. Discuss Recommendation Prioritization

- Mrs. Mabey asked council members to discuss if there are any options they could live with.
 - Discussion on the various options and sustainability.
 - Suggestion that Council could keep this year's budget and plan for the next biennium. Also, discussion around the viability of taking funding from somewhere else.
 - Interest expressed in asking HR to draft analyst job descriptions and discussion in whether those positions would be posted.
 - Council Members discussed the option of a couple months of runway for folks.
 - Discussion about Council's responsibilities for community engagement.
 - Discussion about defining policy work and the duties associated with that work.
 - Discussion about interfund billing of positions based on the workload.
 - Discussion about how to handle constituent services.
 - Discussion about option 1 and option 2 building in a runway of time to implementation. Discussion about communicating that runway.
 - Suggestion from Mrs. Mabey about talking to administration about gap funding needs that could be accomplished with the lowest level of impact to the rest of the City.
 - Discussion around keeping Legislative Assistant positions, adding a Senior Executive Assistant, fleshing out needs for communications, fleshing out needs for transportation, and drafting policy analyst positions with at one of those positions having some level of equity-focus.
 - Discussion around Council Operations workgroup making a recommendation on adjusted job descriptions.
 - Both documents will be refined by Matrix to address technical adjustments.

7. Discuss Next Steps and Closing Remarks

- Discussion around the need to communicate that a decision on way forward will likely not be made before July 1. Council President committed to sending that communication to staff letting them know that no decisions were made but Council Operations has been tasked with drafting analyst job descriptions and the Council Operations Guide will be uploaded to Finance Committee in June.

•
8. Adjourn

- The meeting adjourned at 2:11 p.m.

Executive Session:

None.

Adjournment:

The meeting adjourned at 2:11 p.m.

Minutes prepared and submitted for publication in the June 17, 2026, issue of the Official Gazette.

Giacobbe Byrd
Director, Council Office

Approved by City Council on June 8, 2026.

Besty Wilkerson
City Council President

Attest:

Terri L. Pfister
City Clerk



CITY COUNCIL ORGANIZATIONAL ANALYSIS

SPOKANE, WASHINGTON

MATRIX
CONSULTING GROUP

METHODOLOGY

INPUT

Kickoff meeting(s)

Data collection

Interview Council / staff /
stakeholders

ANALYSIS

Comparative

Best practices assessment

Organizational and staffing
evaluation

Operations, work practices, and
technology evaluation

SOLUTIONS

Process and practices
redesign

Performance Measures

Functional Handbook

Staffing allocations

Implementation plan



TASK PLAN



KICKOFF

Establish steering committee, define goals, and initiate data collection.



CURRENT STATE

Develop profile, conduct interviews, review data.



BMPS

Analyze current standards and approaches with best management practices.



COMPARATIVE

Evaluate operations in comparison to other similar agencies.



OPERATIONS

Assess operations, systems, processes, and technology.



STAFFING / ORGANIZATION

Determine resource needs, skills, training, supervisory needs, and overall organizational structure.



OFFICE FUNCTIONAL HANDBOOK

Development of an Office Functional Handbook as an internal management tool.



FINAL REPORT

Executive summary, recommendations with implementation plan and detailed analysis to support recommendations.



CURRENT STATE ASSESSMENT

Council Office Staffing Allocations

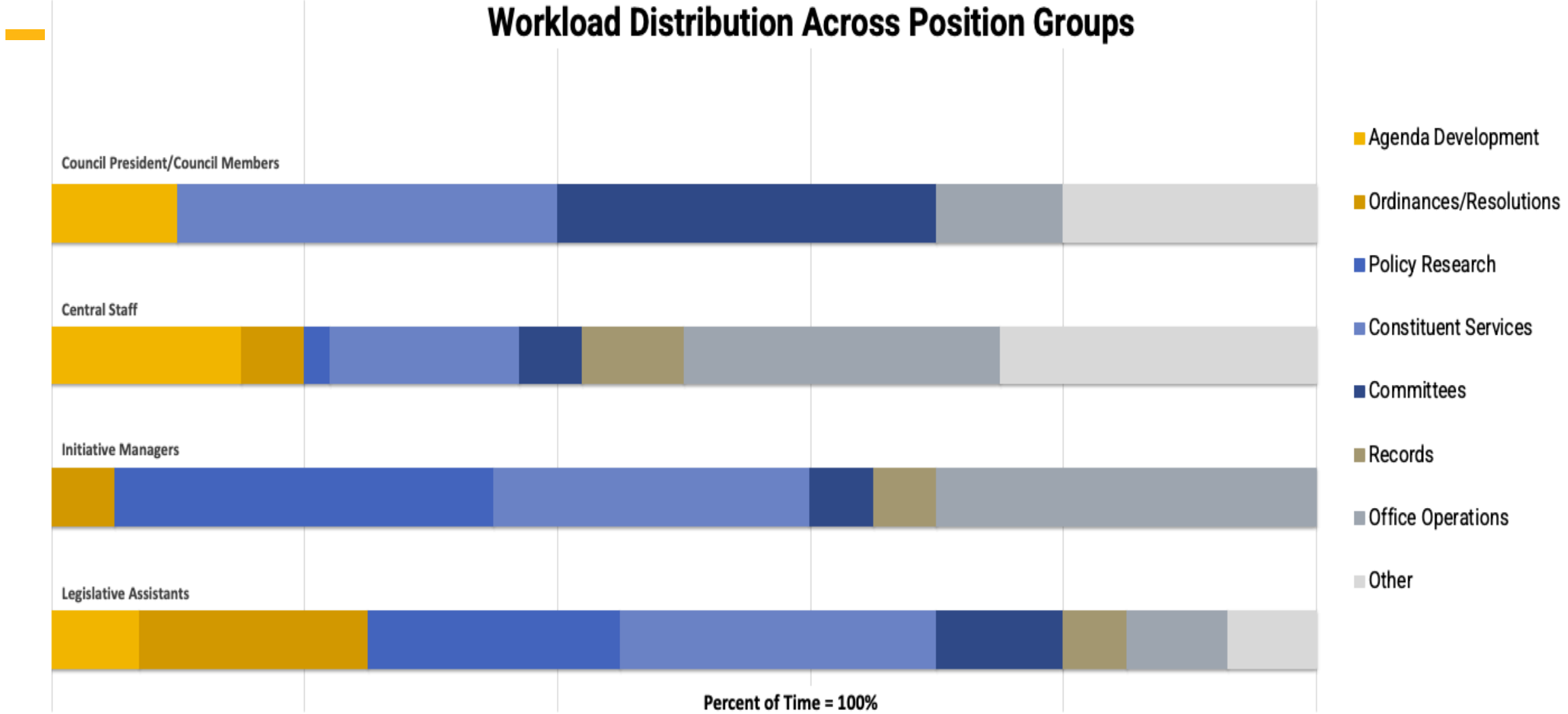
	2021	2022	2023	2024	2025
Legislative Assistants	7	7	7	7	7
Central Staff	9	9	8	8	8
Total Staff	16	16	15	15	15

Impact to General Fund

	2021	2022	2023	2024	2025
Council	1,895,942	2,008,854	1,973,650	2,022,291	2,323,518
General Fund	91,895,087	99,873,252	107,744,023	119,747,537	125,109,627
Percent	2.06%	2.01%	1.83%	1.69%	1.86%



CURRENT STATE ASSESSMENT



BEST MANAGEMENT PRACTICES

IDENTIFIED STRENGTHS

- Clearly defined separation of powers
- Transparent legislative processes
- Use of a constituent-centered approach
- Council Rules of Procedure used and frequently updated
- Council Members can individually introduce and advance policy initiatives
- Regional, state, and federal engagement are proactively coordinated
- Council meeting agenda setting and processes are clear and effective



BEST MANAGEMENT PRACTICES

AREAS OF IMPROVEMENT

- Legislative and fiscal analyses are not standardized and consistent
- Staff roles and responsibilities require more definition, with some blended administrative functions
- The office has evolved over time creating a lack of clarity in chain of command and personnel standards
- Onboarding and internal training are informal
- Individual Council Members have varying levels of access to Central Staff and shared Council resources (website, social media, etc.).
- Council strategic alignment is needed to advance areas of agreement
- Council Members and staff participate in several recurring meetings that aren't directly tied to legislative functions
- Centralized request tracking and a shared repository of document templates are needed



COMPARATIVE ASSESSMENT

Comparatives

- Same form of government and/or similar size: Madison, WI, Boise, ID, Reno, NV, Salt Lake City, UT, Tacoma, WA and Vancouver, WA

Annual Workload

City	Agenda Items per Year	Council Meetings	Committee Meetings	Committee Meetings per Council Member
Spokane, WA	1,053	29	259	37
Madison, WI	2,239	24	168	8.4
Boise, ID	1,700	48	N/A	N/A
Reno, NV	720	24	30	4.3
Salt Lake City, UT	417	24	120	17.1
Tacoma, WA	309	48	240	26.7
Vancouver, WA	250	48	60	5.5



COMPARATIVE ASSESSMENT

Staffing

City	Total Staff (FTE)	City Clerk's Office Support
Spokane, WA	15	Limited
Madison, WI	5	Extensive
Boise, ID	3	Extensive
Reno, NV	4	Limited
Salt Lake City, UT	32	Limited
Tacoma, WA	7	Extensive
Vancouver, WA	9	Limited

Spokane, Salt Lake City, and Tacoma have staff designated to support individual Council Members.

Neighborhood Councils

- Spokane is most actively engaged in Neighborhood Council meetings, typically having 1-2 Council Members and/or Legislative Assistants in attendance at meetings



COMPARATIVE ASSESSMENT

Staffing Levels

Considering the present workload capacity and design, the current number of positions is justified. Nonetheless, due to budgetary constraints, alternative models could remain functional from a legislative perspective, with the following considerations:

- Structural changes should be implemented through a deliberate workforce transition strategy that balances fiscal responsibility, operational continuity, and appropriate support for affected employees.
- Service levels should be taken into consideration to address and limit workload on employees if staffing levels are adjusted, including workload and commitments of Council Members



RECOMMENDATIONS

1. Standardized legislative workflow that defines processes for ordinance, resolution, and policy development
2. Review suspensions of Council rules to identify procedural issues, needed process improvements, or rule updates that support more consistency
3. Each standing committee adopts an annual work plan
4. Clear standards for workplace conduct, supervision, and accountability
5. Standardized weekly timecards for staff



RECOMMENDATIONS

6. Onboarding, candidate orientation, staff training, and institutional knowledge management
7. Pursue a Charter amendment to allow the Council to retain independent legal counsel to address future conflicts of interest
8. Legislative Services and Council Operations Guide for consistent procedures, equitable access to shared staff/resources, and operational standards
9. Fiscal note process with standardized templates
10. A performance management process that includes annual employee evaluations



RECOMMENDATIONS

11. Annual legislative goals and a unified Council strategic work plan
12. Council self-evaluation to assess governance effectiveness, review progress on adopted goals, and communicate key outcomes to residents
13. Constituent Relationship Management (CRM) system, to document, assign, track, coordinate, and report on Council-related inquiries and service requests
14. Council Communications Strategy with office -wide priorities, messaging standards, protocols for member requests, and performance measures
15. A standardized Council staff review memo template and analytical framework



RECOMMENDATIONS

16. Service level agreements with key administrative support departments
17. Refer Council Member workload and compensation considerations to the compensation review board
18. Reclassify Council Office Director to a Council Executive Director
19. Update the Policy Advisor and Budget Director job descriptions
20. Add more definition to the Intergovernmental Affairs Manager role outside of state legislative deliberations



RECOMMENDATIONS

21. Reclassify and transition the current Initiative Manager positions to Policy/Budget Analyst roles
22. Transfer the Neighborhood Connectivity Initiative Manager to an Executive Department
23. Dissolve the designation of Legislative Assistants II, retaining pay structure adjustments for those who have met qualifications
24. Reclassify the Council President's Legislative Assistant position to a centralized Senior Executive Assistant role



RECOMMENDATIONS

25. Establish reporting relationships, decision-making authority, workload prioritization, and administrative support responsibilities
26. Standardized, an office-wide project and workflow management system using formalized task management procedures, naming conventions, templates, etc.



BUDGET CONSIDERATIONS

- Council operating budget reduced by \$550,000 for July 1-December 31, 2026
- Study to provide insights on options and possible approaches based on findings
- Four options developed by Matrix for consideration



BASELINE RECOMMENDATIONS

(Included In All Options)

- Reclassify the Council Office Director to the Council Executive Director and designate this position as the staff lead for Council Office operations.
- Reclassify the Council President's Legislative Assistant position as a Senior Executive Assistant role reporting to the Executive Director, with defined support for the Council President.
- Transfer the Neighborhood Connectivity Initiative Manager position to an Executive Branch Department role.
- Realign analysis functions to more directly support Council legislative review, budget analysis, and policy evaluation efforts.
- Establish an equal cost-sharing arrangement with the Mayor's Office for the Manager of Intergovernmental Affairs position and expand the position's year -round responsibilities.



OPTION 1

- Reclassify one Initiative Manager position into a Policy Analyst role focused on policy analysis, legislative development, strategic planning, and program evaluation. This position would report to the Policy Advisor
- Reclassify one Initiative Manager position as a Budget Analyst role focused on fiscal analysis, budget review, and financial support for legislative initiatives. This position would report to the Budget Director

FTE Change	Transfer 1.0 FTE
Annual Budget Impact	(\$46,838)
Service Impact	Current staff levels refocused on legislative items
Organizational Impact	Align staff roles, reporting relationships and improved oversight



OPTION 1



OPTION 2

- Eliminate the Housing and Homelessness Initiative Manager and Equity and Inclusion Initiative Manager positions

FTE Change	Reduction 2.0 FTE; and Transfer 1.0 FTE
Annual Budget Impact	(\$321,838)
Service Impact	Reduction of service capacity and specialized support
Organizational Impact	Restructure and remove positions without a primary legislative focus



OPTION 2



OPTION 3

- Eliminate three Legislative Assistant positions, assigning one Legislative Assistant position per district
- Reclassify one Initiative Manager position into a Policy Analyst. This position reports to the Policy Advisor
- Reclassify one Initiative Manager position into a Budget Analyst role. This position reports to the Budget Director

FTE Change	Reduction 3.0 FTE; and Transfer 1.0 FTE
Annual Budget Impact	(\$364,124)
Service Impact	Reduction of service capacity and Council Member support
Organizational Impact	Merged responsibilities; new legislative and budget analysis support



OPTION 3



OPTION 4

- Eliminate three Legislative Assistant positions, assigning one Legislative Assistant position per district
- Eliminate one Initiative Manager position.
- Reclassify one position to a Policy/Budget Analyst. This position reports to the Policy Advisor.

FTE Change	Reduction 4.0 FTE; and Transfer 1.0 FTE
Annual Budget Impact	(\$501,624)
Service Impact	Reduction of service capacity, specialized support, and Council Member support
Organizational Impact	Merged responsibilities; new legislative/budget analysis support



OPTION 4



BUDGETARY IMPACTS OF CHANGES/OPTIONS

Brief Description	FTE Change	Annual Impact of Change	6-Month Impact
Base Changes for all Options			
Reclassify Council Office Director to Council Executive Director	0	\$14,000	\$7,000
Reclassify Council President Legislative Assistant to Senior Executive Assistant	0	\$10,000	\$5,000
Transfer Neighborhood Connectivity Initiative Manager position to Executive Branch/Dept.	(1)	\$0	\$0
Cost sharing with Admin for Manager of Intergovernmental Affairs position	0	(\$70,838)	(\$35,419)
Option 1			
Current staffing with 2 Initiative Managers reclassified.	0	\$0	\$0
Option 2			
Eliminate 2 Initiative Manager positions.	(2)	(\$274,999)	(\$137,500)
Option 3			
One Legislative Assistant per District; one Policy Analyst & one Budget Analyst	(3)	(\$317,287)	(\$158,643)
Option 4			
One Legislative Assistant per District; one Policy/Budget Analyst	(4)	(\$454,787)	(\$227,393)



OPTIONS FOR CURRENT \$550,000 MONTH DEFICIT

Option Summary	2026 Operating Budget Reduction	Reserve One time Funding	Unaddressed Budget Gap	6-month Impact	Budget Gap Remaining
Option 1 Current staffing with 2 initiative managers reclassified (\$0), and 1 initiative manager transferred.	(\$550,000)	\$325,000	(\$225,000)	\$23,419	(\$201,581)
Option 2 Eliminate 2 Initiative Manager positions, and 1 initiative manager transferred.	(\$550,000)	\$325,000	(\$225,000)	\$160,919	(\$64,081)
Option 3 One Legislative Assistant per District; one Policy Analyst & one Budget Analyst	(\$550,000)	\$325,000	(\$225,000)	\$182,062	(\$42,938)
Option 4 One Legislative Assistant per District; one Policy/Budget Analyst	(\$550,000)	\$325,000	(\$225,000)	\$250,812	\$25,812





DISCUSSION

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Date Rec'd** 3/3/2026**Clerk's File #** OPR 2026-0494**Cross Ref #****Project #** 2026044**Council Meeting Date:** 06/15/2026**Submitting Dept** ENGINEERING SERVICES**Contact Name/Phone** DAN BULLER 6391**Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** YES**Agenda Item Name** LOW BID AWARD - 2026 LOCAL ACCESS GRIND & OVERLAY & CHIPSEAL 2026044**Agenda Wording**

Low Bid of Shamrock Paving, Inc., Spokane, WA, for 2026 Local Access Grind & Overlay & Chipseal - \$2,622,000.00. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhood Councils)

Summary (Background)

This annual locally funded project combines both grind & overlay and chipseal at the locations shown in the attached exhibit and described below. Because of the small number of streets selected for chipseal, the grind & overlay and chipseal projects are being combined into a single project this year. Locations include: District 1: Addison (Euclid to Bridgeport), Rockwell (Crestline to Cook), Cataldo (Hogan to Napa) District 2: 6th (Cedar to Monroe), Moran View et al (chipseal) District 3: Holyoke (Taft to Indian Trail), Central (Flemming to A) In addition, various water mains will be replaced within these streets prior to the grind and overlay as well as ADA ramps and minor stormwater system upgrades.

On June 8, 2026, bids were opened for the above project. The low bid was from Shamrock Paving, Inc., in the amount of \$2,622,000.00, which is \$870,334.25 or 49.7% above the Engineer's Estimate of \$1,751,665.75. Two other bids were received as follows: Inland Asphalt Company, Spokane, WA - \$2,654,321.00 and Granite Construction Company, Yakima, ID - \$3,212,365.00.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact	
Approved in Current Year	YES
Total Cost	\$ 2,622,000.00
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
N/A	
Amount	Budget Account
Expense \$ 2,633,774.40	# 1990 49809 42300 54201 21055
Expense \$ 250,425.59	# 1990 49893 42300 54201 21054
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
N/A	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
n/a	
Approvals	Additional Approvals
Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
Signee: Chuck Green chuckg@shamrockpaving.us	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
pyoung@spokanecity.org	dbuller@spokanecity.org
mvalen@spokanecity.org	jradams@spokanecity.org



City of Spokane
PUBLIC WORKS CONTRACT
Title: **2026 LOCAL ACCESS
GRIND AND OVERLAY & CHIPSEAL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **2026 LOCAL ACCESS GRIND AND OVERLAY & CHIPSEAL**.
2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2026, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2026044 shall apply.
3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$2,622,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including

attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's

web based construction management software. A City representative will be available to assist in learning this process.

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

26-150

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION SIX HUNDRED TWENTY-TWO THOUSAND AND NO/100 DOLLARS (\$2,622,000.00)**, plus tax if applicable, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2026 LOCAL ACCESS GRIND AND OVERLAY & CHIPSEAL**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION SIX HUNDRED TWENTY-TWO THOUSAND AND NO/100 DOLLARS (\$2,622,000.00)**, plus tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2026 LOCAL ACCESS GRIND AND OVERLAY & CHIPSEAL**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 4,000.00	\$ 4,000.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 24,000.00	\$ 24,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
5	POTHOLING	2.00 EA	\$ 750.00	\$ 1,500.00
6	MOBILIZATION	1.00 LS	\$ 250,000.00	\$ 250,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 20,000.00	\$ 20,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 349,760.00	\$ 349,760.00
9	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
10	TREE PRUNING	139.00 EA	\$ 195.00	\$ 27,105.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$ 30,000.00	\$ 30,000.00
12	REMOVE EXISTING CURB	2,083.00 LF	\$ 24.00	\$ 49,992.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	722.00 SY	\$ 70.00	\$ 50,540.00

14	SAWCUTTING CURB	156.00 EA	\$	45.00	\$	7,020.00
15	SAWCUTTING RIGID PAVEMENT	2,498.00 LFI	\$	1.00	\$	2,498.00
16	SAWCUTTING FLEXIBLE PAVEMENT	9,860.00 LFI	\$	0.60	\$	5,916.00
17	REMOVE AND DISPOSE OF TROLLEY RAILS	20.00 LF	\$	70.00	\$	1,400.00
18	REMOVAL OF EXISTING ASPHALT COVERING BRICK PAVERS - 6TH AVE	1.00 LS	\$	25,000.00	\$	25,000.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	83.00	\$	830.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	112.00	\$	1,120.00
21	CONTROLLED DENSITY FILL	10.00 CY	\$	275.00	\$	2,750.00
22	CSTC FOR SIDEWALK, 2 INCH THICK	1,150.00 SY	\$	27.00	\$	31,050.00
23	CSTC FOR DRIVEWAYS, 4 INCH THICK	54.00 SY	\$	30.00	\$	1,620.00
24	EMULSIFIED ASPHALT, CVRS-2P	27.00 TON	\$	945.00	\$	25,515.00
25	AGG. FOR BST, FA-2	20,877.00 SY	\$	4.00	\$	83,508.00
26	ADDITIONAL BROOMING	5.00 HR	\$	300.00	\$	1,500.00
27	CRACK SEALING, 1 INCH TO 3 INCH	6,165.00 LF	\$	2.00	\$	12,330.00
28	CRACK SEALING, 3 INCH TO 6 INCH	1,360.00 LF	\$	3.80	\$	5,168.00
29	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 2 INCH THICK - OVERLAY	32,888.00 SY	\$	15.00	\$	493,320.00

30	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 2 INCH THICK - INLAY	1,052.00 SY	\$	24.00	\$	25,248.00
31	HMA FOR PRELEVELING CL. 3/8.	900.00 TON	\$	150.00	\$	135,000.00
32	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. FOR DRIVEWAYS UNDER 24 FEET	10.00 EA	\$	900.00	\$	9,000.00
33	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 4 INCH THICK	1,276.00 SY	\$	55.00	\$	70,180.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,276.00 SY	\$	60.00	\$	76,560.00
35	ASPHALT FOR FOG SEAL	15.00 TON	\$	1,250.00	\$	18,750.00
36	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	10,754.00 SY	\$	6.00	\$	64,524.00
37	PLANING BITUMINOUS PAVEMENT - TAPER	8,297.00 SY	\$	5.00	\$	41,485.00
38	PLANING BITUMINOUS PAVEMENT - 2INCH HMA INLAY	1,052.00 SY	\$	7.00	\$	7,364.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
40	COMPACTION PRICE ADJUSTMENT	21,000.00 EST	\$	1.00	\$	21,000.00
41	RETROFIT SURFACE INLET CB WITH FRAME & DUAL VANED GRATE	11.00 EA	\$	2,000.00	\$	22,000.00
42	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	9.00 EA	\$	2,000.00	\$	18,000.00
43	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	14.00 EA	\$	2,150.00	\$	30,100.00
44	MH OR DW FRAME AND COVER (STANDARD)	50.00 EA	\$	1,900.00	\$	95,000.00

45	VALVE BOX AND COVER	58.00 EA	\$	1,365.00	\$	79,170.00
46	CLEANING EXISTING DRAINAGE STRUCTURE	27.00 EA	\$	650.00	\$	17,550.00
47	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	52.00 LF	\$	200.00	\$	10,400.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2.00 EA	\$	1,300.00	\$	2,600.00
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	15.00 EA	\$	1,050.00	\$	15,750.00
50	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1.00 EA	\$	1,525.00	\$	1,525.00
51	PLUGGING EXISTING PIPE	1.00 EA	\$	750.00	\$	750.00
52	HYDRANT ASSEMBLY - EXCAVATION	15.00 EA	\$	1,100.00	\$	16,500.00
53	ESC LEAD	1.00 LS	\$	750.00	\$	750.00
54	INLET PROTECTION	87.00 EA	\$	130.00	\$	11,310.00
55	STREET CLEANING	10.00 HR	\$	300.00	\$	3,000.00
56	SEEDING AND FERTILIZING BY HAND	7.00 SY	\$	85.00	\$	595.00
57	TOPSOIL TYPE A, 2 INCH THICK	9.00 SY	\$	110.00	\$	990.00
58	SOD INSTALLATION	7.00 SY	\$	165.00	\$	1,155.00
59	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	13,500.00	\$	13,500.00
60	CEMENT CONCRETE CURB	2,426.00 LF	\$	42.00	\$	101,892.00

61	CEMENT CONCRETE DRIVEWAY	54.00 SY	\$	84.00	\$	4,536.00
62	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	8,000.00	\$	8,000.00
63	REFERENCE AND REESTABLISH SURVEY MONUMENT	13.00 EA	\$	750.00	\$	9,750.00
64	CEMENT CONCRETE SIDEWALK	1,150.00 SY	\$	84.00	\$	96,600.00
65	RAMP DETECTABLE WARNING	528.00 SF	\$	26.00	\$	13,728.00
66	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	13,000.00	\$	13,000.00
67	REMOVAL OF EXISTING PAVEMENT MARKINGS	134.00 SF	\$	3.00	\$	402.00
68	PAVEMENT MARKING - DURABLE HEAT APPLIED	613.00 SF	\$	13.00	\$	7,969.00
69	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	1.00 EA	\$	600.00	\$	600.00
70	TREE ROOT TREATMENT	3.00 EA	\$	650.00	\$	1,950.00
71	PAVING GEOTEXTILE	4,250.00 SY	\$	9.50	\$	40,375.00
Schedule A-1 Subtotal					\$	<u>2,622,000.00</u>
Summary of Bid Items					Bid Total	\$ <u>2,622,000.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2026044

Project Description 2026 Local Street Grind and Overlay

Original Date

6/8/2026 1:47:00 PM

Project Number: 2026044			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	3,500.00	3,500.00	4,000.00	\$4,000.00	22,114.00	\$22,114.00	20,000.00	\$20,000.00
2	APPRENTICE UTILIZATION	1 LS	2,500.00	2,500.00	24,000.00	\$24,000.00	15,780.00	\$15,780.00	5,000.00	\$5,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	750.00	750.00	1,000.00	\$1,000.00	531.00	\$531.00	1,000.00	\$1,000.00
5	POTHOLING	2 EA	600.00	1,200.00	750.00	\$1,500.00	1,081.30	\$2,162.60	400.00	\$800.00
6	MOBILIZATION	1 LS	156,000.00	156,000.00	250,000.00	\$250,000.00	262,934.10	\$262,934.10	315,000.00	\$315,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,000.00	7,000.00	20,000.00	\$20,000.00	6,000.00	\$6,000.00	75,000.00	\$75,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	160,000.00	160,000.00	349,760.00	\$349,760.00	202,135.00	\$202,135.00	200,000.00	\$200,000.00
9	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
10	TREE PRUNING	139 EA	180.00	25,020.00	195.00	\$27,105.00	197.80	\$27,494.20	190.00	\$26,410.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	30,000.00	\$30,000.00	2,703.40	\$2,703.40	75,000.00	\$75,000.00
12	REMOVE EXISTING CURB	2083 LF	7.50	15,622.50	24.00	\$49,992.00	32.40	\$67,489.20	25.00	\$52,075.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	722 SY	16.00	11,552.00	70.00	\$50,540.00	86.50	\$62,453.00	75.00	\$54,150.00
14	SAWCUTTING CURB	156 EA	30.00	4,680.00	45.00	\$7,020.00	64.90	\$10,124.40	100.00	\$15,600.00
15	SAWCUTTING RIGID PAVEMENT	2498 LFI	1.00	2,498.00	1.00	\$2,498.00	1.00	\$2,498.00	2.00	\$4,996.00
16	SAWCUTTING FLEXIBLE PAVEMENT	9860 LFI	0.60	5,916.00	0.60	\$5,916.00	0.70	\$6,902.00	2.00	\$19,720.00
17	REMOVE AND DISPOSE OF TROLLEY RAILS	20 LF	50.00	1,000.00	70.00	\$1,400.00	108.00	\$2,160.00	200.00	\$4,000.00
18	REMOVAL OF EXISTING ASPHALT COVERING BRICK PAVERS - 6TH AVE	1 LS	30,000.00	30,000.00	25,000.00	\$25,000.00	30,140.00	\$30,140.00	75,000.00	\$75,000.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	83.00	\$830.00	162.00	\$1,620.00	75.00	\$750.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	112.00	\$1,120.00	108.00	\$1,080.00	100.00	\$1,000.00
21	CONTROLLED DENSITY FILL	10 CY	200.00	2,000.00	275.00	\$2,750.00	432.50	\$4,325.00	275.00	\$2,750.00
22	CSTC FOR SIDEWALK, 2 INCH THICK	1150 SY	9.00	10,350.00	27.00	\$31,050.00	27.00	\$31,050.00	275.00	\$316,250.00
23	CSTC FOR DRIVEWAYS, 4 INCH THICK	54 SY	12.00	648.00	30.00	\$1,620.00	86.50	\$4,671.00	300.00	\$16,200.00
24	EMULSIFIED ASPHALT, CVRS-2P	27 TON	1,000.00	27,000.00	945.00	\$25,515.00	1,081.00	\$29,187.00	1,500.00	\$40,500.00
25	AGG. FOR BST, FA-2	20877 SY	3.50	73,069.50	4.00	\$83,508.00	4.50	\$93,946.50	2.50	\$52,192.50
26	ADDITIONAL BROOMING	5 HR	300.00	1,500.00	300.00	\$1,500.00	550.00	\$2,750.00	500.00	\$2,500.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2026044			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
27	CRACK SEALING, 1 INCH TO 3 INCH	6165 LF	1.50	9,247.50	2.00	\$12,330.00	1.60	\$9,864.00	1.50	\$9,247.50
28	CRACK SEALING, 3 INCH TO 6 INCH	1360 LF	7.00	9,520.00	3.80	\$5,168.00	3.20	\$4,352.00	3.00	\$4,080.00
29	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 2 INCH THICK - OVERLAY	32888 SY	12.50	411,100.00	15.00	\$493,320.00	15.70	\$516,341.60	20.00	\$657,760.00
30	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 2 INCH THICK - INLAY	1052 SY	13.00	13,676.00	24.00	\$25,248.00	20.00	\$21,040.00	25.00	\$26,300.00
31	HMA FOR PRELEVELING CL. 3/8.	900 TON	125.00	112,500.00	150.00	\$135,000.00	141.40	\$127,260.00	175.00	\$157,500.00
32	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. FOR DRIVEWAYS UNDER 24 FEET	10 EA	500.00	5,000.00	900.00	\$9,000.00	438.50	\$4,385.00	500.00	\$5,000.00
33	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 4 INCH THICK	1276 SY	60.00	76,560.00	55.00	\$70,180.00	45.80	\$58,440.80	73.00	\$93,148.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1276 SY	25.00	31,900.00	60.00	\$76,560.00	1.10	\$1,403.60	30.00	\$38,280.00
35	ASPHALT FOR FOG SEAL	15 TON	1,200.00	18,000.00	1,250.00	\$18,750.00	845.10	\$12,676.50	1,500.00	\$22,500.00
36	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	10754 SY	4.50	48,393.00	6.00	\$64,524.00	6.80	\$73,127.20	7.00	\$75,278.00
37	PLANING BITUMINOUS PAVEMENT - TAPER	8297 SY	4.75	39,410.75	5.00	\$41,485.00	20.60	\$170,918.20	6.00	\$49,782.00
38	PLANING BITUMINOUS PAVEMENT - 2INCH HMA INLAY	1052 SY	5.00	5,260.00	7.00	\$7,364.00	11.70	\$12,308.40	7.00	\$7,364.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
40	COMPACTION PRICE ADJUSTMENT	21000 EST	1.00	21,000.00	1.00	\$21,000.00	1.00	\$21,000.00	1.00	\$21,000.00
41	RETROFIT SURFACE INLET CB WITH FRAME & DUAL VANED GRATE	11 EA	1,000.00	11,000.00	2,000.00	\$22,000.00	2,162.00	\$23,782.00	2,200.00	\$24,200.00
42	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	9 EA	1,000.00	9,000.00	2,000.00	\$18,000.00	2,162.00	\$19,458.00	2,200.00	\$19,800.00
43	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	14 EA	1,100.00	15,400.00	2,150.00	\$30,100.00	2,162.00	\$30,268.00	2,500.00	\$35,000.00
44	MH OR DW FRAME AND COVER (STANDARD)	50 EA	900.00	45,000.00	1,900.00	\$95,000.00	2,162.00	\$108,100.00	2,200.00	\$110,000.00
45	VALVE BOX AND COVER	58 EA	600.00	34,800.00	1,365.00	\$79,170.00	1,513.00	\$87,754.00	1,500.00	\$87,000.00
46	CLEANING EXISTING DRAINAGE STRUCTURE	27 EA	300.00	8,100.00	650.00	\$17,550.00	865.00	\$23,355.00	350.00	\$9,450.00
47	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	52 LF	95.00	4,940.00	200.00	\$10,400.00	216.00	\$11,232.00	200.00	\$10,400.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	500.00	1,000.00	1,300.00	\$2,600.00	1,297.00	\$2,594.00	3,000.00	\$6,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2026044			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	15 EA	800.00	12,000.00	1,050.00	\$15,750.00	1,622.00	\$24,330.00	1,200.00	\$18,000.00
50	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1 EA	900.00	900.00	1,525.00	\$1,525.00	1,730.20	\$1,730.20	2,000.00	\$2,000.00
51	PLUGGING EXISTING PIPE	1 EA	300.00	300.00	750.00	\$750.00	865.10	\$865.10	1,000.00	\$1,000.00
52	HYDRANT ASSEMBLY - EXCAVATION	15 EA	800.00	12,000.00	1,100.00	\$16,500.00	2,703.00	\$40,545.00	1,000.00	\$15,000.00
53	ESC LEAD	1 LS	1,000.00	1,000.00	750.00	\$750.00	590.00	\$590.00	1,000.00	\$1,000.00
54	INLET PROTECTION	87 EA	90.00	7,830.00	130.00	\$11,310.00	108.00	\$9,396.00	200.00	\$17,400.00
55	STREET CLEANING	10 HR	200.00	2,000.00	300.00	\$3,000.00	300.00	\$3,000.00	200.00	\$2,000.00
56	SEEDING AND FERTILIZING BY HAND	7 SY	15.00	105.00	85.00	\$595.00	337.00	\$2,359.00	100.00	\$700.00
57	TOPSOIL TYPE A, 2 INCH THICK	9 SY	20.00	180.00	110.00	\$990.00	542.00	\$4,878.00	8.00	\$72.00
58	SOD INSTALLATION	7 SY	30.00	210.00	165.00	\$1,155.00	800.00	\$5,600.00	100.00	\$700.00
59	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	5,000.00	5,000.00	13,500.00	\$13,500.00	23,250.00	\$23,250.00	10,000.00	\$10,000.00
60	CEMENT CONCRETE CURB	2426 LF	30.00	72,780.00	42.00	\$101,892.00	34.60	\$83,939.60	32.00	\$77,632.00
61	CEMENT CONCRETE DRIVEWAY	54 SY	75.00	4,050.00	84.00	\$4,536.00	211.00	\$11,394.00	130.00	\$7,020.00
62	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	3,500.00	3,500.00	8,000.00	\$8,000.00	6,618.00	\$6,618.00	6,000.00	\$6,000.00
63	REFERENCE AND REESTABLISH SURVEY MONUMENT	13 EA	600.00	7,800.00	750.00	\$9,750.00	794.00	\$10,322.00	1,500.00	\$19,500.00
64	CEMENT CONCRETE SIDEWALK	1150 SY	60.00	69,000.00	84.00	\$96,600.00	97.30	\$111,895.00	85.00	\$97,750.00
65	RAMP DETECTABLE WARNING	528 SF	25.00	13,200.00	26.00	\$13,728.00	32.40	\$17,107.20	35.00	\$18,480.00
66	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	12,500.00	12,500.00	13,000.00	\$13,000.00	13,140.00	\$13,140.00	12,500.00	\$12,500.00
67	REMOVAL OF EXISTING PAVEMENT MARKINGS	134 SF	10.00	1,340.00	3.00	\$402.00	2.30	\$308.20	8.00	\$1,072.00
68	PAVEMENT MARKING - DURABLE HEAT APPLIED	613 SF	15.00	9,195.00	13.00	\$7,969.00	13.30	\$8,152.90	12.00	\$7,356.00
69	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	1 EA	400.00	400.00	600.00	\$600.00	573.10	\$573.10	200.00	\$200.00
70	TREE ROOT TREATMENT	3 EA	700.00	2,100.00	650.00	\$1,950.00	714.00	\$2,142.00	1,500.00	\$4,500.00
71	PAVING GEOTEXTILE	4250 SY	7.25	30,812.50	9.50	\$40,375.00	8.30	\$35,275.00	10.00	\$42,500.00
Bid Total				\$1,751,665.75		\$2,622,000.00		\$2,654,321.00		\$3,212,365.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	1,751,665.75	0.00	0.00	0.00	1,751,665.75
SHAMROCK PAVING INC (Submitted)	2,622,000.00	0.00	0.00	0.00	2,622,000.00
INLAND ASPHALT COMPANY (Submitted)	2,654,321.00	0.00	0.00	0.00	2,654,321.00
GRANITE CONSTRUCTION COMPANY (Submitted)	3,212,365.00	0.00	0.00	0.00	3,212,365.00

Low Bid Contractor: SHAMROCK PAVING INC

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	2,622,000.00	1,751,665.75	49.69 % Over Estimate
Schedule 02	0.00	0.00	% Under Estimate
Schedule 03	0.00	0.00	% Under Estimate
Schedule 04	0.00	0.00	% Under Estimate
Bid Totals	2,622,000.00	1,751,665.75	49.69 % Over Estimate



< **Business Lookup**

License Information:

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

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: [Profit Corporation](#)

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

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

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BL			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012
Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jan-30-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MAIERS, PAMP G	▼

Owners and officers**Title**

MAIERS, PAMP M

Registered Trade Names

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
6/10/2026 8:15:25 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

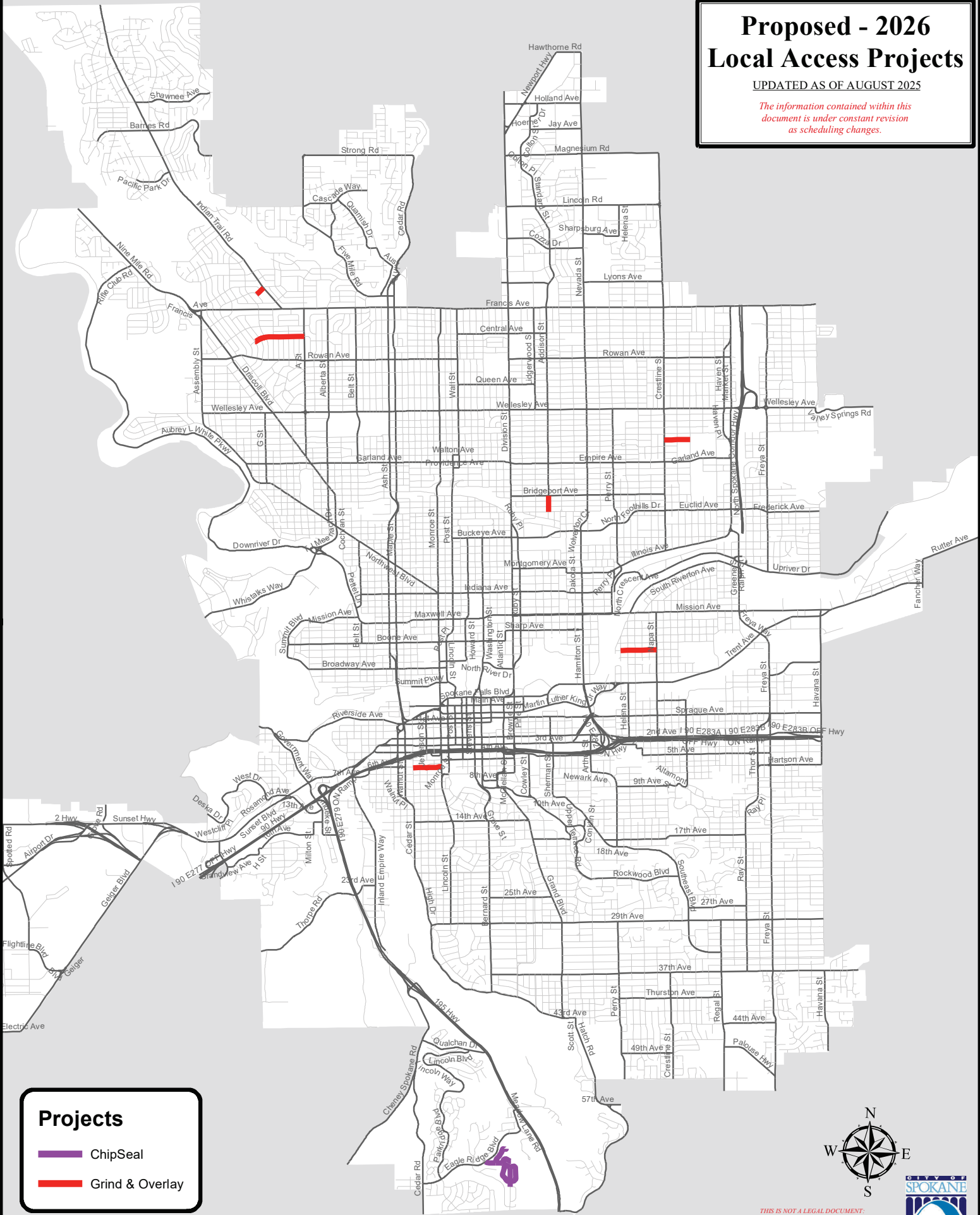
Check if your browser is supported



Proposed - 2026 Local Access Projects

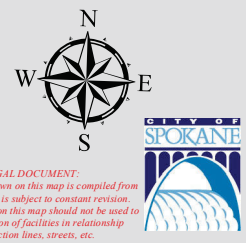
UPDATED AS OF AUGUST 2025

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



Projects

- ChipSeal
- Grind & Overlay



THIS IS NOT A LEGAL DOCUMENT. The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/11/2026**Committee Agenda type:** Consent**Date Rec'd**

5/5/2026

Clerk's File #

OPR 2026-0489

Cross Ref #**Project #****Council Meeting Date:** 06/08/2026**Submitting Dept**

FACILITIES MANAGEMENT

Bid #**Contact Name/Phone**

DAVE STEELE 625-6064

Requisition #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

FACILITIES 4TH FLOOR CITY HALL RECONFIGURATION PROJECT

Agenda Wording

Utilizing the Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No 2020000622 and Fellowes Inc, Contract R221001, Facilities has contracted weith Contract Design to provide project design, project management and installation of modular furniture on the fourth floor of City Hall.

Summary (Background)

Facilities has worked with the Human Resources Department and the Accounting Department to design better use of space on the 4th floor of City Hall. This project will provide private offices for the Director of Human Resources and the Chief Financial Officer by erecting walls to the ceilings, enclosing their offices. Several other work spaces will be updated to provide more space for staff. The departments workspaces will be arranged to better facilitate communication between staff and department.

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? YES	
Total Cost	\$ 136,361.86
Current Year Cost	\$ 136,361.86
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 136,361.86	# 5904-79160-18300-54101-59011
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	One-Time
Funding Source Type	Program Revenue
Is this funding source sustainable for future years, months, etc?	
N/A	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	TEAL, JEFFREY
Division Director	STRATTON, JESSICA
Accounting Manager	LIPPS, JOSH
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Gwen Guenzel Gwen.G@cdcollective.com	jteal@spokanecity.org
sneal@spokanecity.org	laga@spokanecity.org
karcher@spokanecity.org	klong@spokanecity.org
facilitiesaccounting@spokanecity.org	kbustos@spokanecity.org



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: PROJECT MANAGEMENT, DESIGN
AND INSTALLATION OF FURNITURE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CONTRACT DESIGN**, whose address is 1 North Monroe Street, Suite 100, Spokane, Washington 99201 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is for the Project Management, Design and Installation of Modular Furniture for the 4th Floor of City Hall; and

WHEREAS, the Contractor was procured through Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No. 2020000622, and Fellowes, Inc. Contract No. R221001;

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2026, and ends on January 31, 2027, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in Contractor’s Proposal No. 54542 dated April 21, 2026 which is attached as Exhibit B; and Contractor’s General Terms and Conditions of Sale which is attached as Exhibit C. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 95/100 DOLLARS (\$124,987.95)**, plus sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele.. 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. TAXES, FEES AND LICENSES.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%)

payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS.

The Public Works requirements in this Agreement only applies to the installation work.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51

RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide 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 Contractor'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; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

15. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. TERMINATION.

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

18. STANDARD OF PERFORMANCE.

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

19. ANTI KICK-BACK.

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

20. CONSTRUAL.

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

21. DEBARMENT AND SUSPENSION.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

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

<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



Spokane Showroom
 1 North Monroe, Suite 100
 Spokane, WA 99201
 P: 509.624.4220
 F: 509.623.1777

Missoula Showroom
 1330 W Broadway St.
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 P/F: 406.926.3313

Bozeman Showroom
 300 Andrea Dr.
 Belgrade, MT 59714
 406-220-8200

PROPOSAL

PROPOSAL #: 54542

DATE: 04/21/26

PROJECT #: 4-344

PROPOSAL FOR: 1746

CITY OF SPOKANE
 ATTN: ACCOUNTS PAYABLE
 808 SPOKANE FALLS BLVD
 SPOKANE WA 99201

INSTALL AT:

CITY OF SPOKANE
 4TH FL - RECONFIGURE
 808 SPOKANE FALLS BLVD
 SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	E1240.70FE HF	+4-Way 90 Con,70" h,(E) pwr +inner tone light Tag 1: Accounting	258.97	517.94
2	1	E1311.B HF	+Receptacle, 4 Circuit, 15 Amp,duplex, circ b 6/Pkg +inner tone light Tag 1: Accounting	112.23	112.23
3	1	E1311.C HF	+Receptacle, 4 Circuit, 15 Amp,duplex, circ c 6/Pkg +inner tone light Tag 1: Accounting	112.23	112.23
4	1	E1356.BE	+Pass-Through Harness, Con,spacer 5/Pkg Tag 1: Accounting	116.29	116.29
5	1	E1356.CE	+Pass-Through Harness, Con,3-way 90 connector 5/Pkg Tag 1: Accounting	118.61	118.61
6	1	E1356.DE	+Pass-Through Harness, Con,4-way 90 connector 5/Pkg Tag 1: Accounting	122.67	122.67
7	2	E1415.1624T HF TR	+Window Tile,16" h,24" w,top +inner tone light +clear Tag 1: Accounting	81.78	163.56
8	4	E1415.1648T HF TR	+Window Tile,16" h,48" w,top +inner tone light +clear Tag 1: Accounting	122.67	490.68
9	2	E2393.24L HF SM	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,lf +inner tone light +on module	20.59	41.18
CONTINUED...					



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 SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
10	2	E2393.24R HF SM	Tag 1: Accounting +Wk Surf Support, Sng,for 20"- or 24"-deep surf,rt +inner tone light +on module	20.59	41.18
11	1	E1311.A HF	Tag 1: Accounting +Receptacle, 4 Circuit, 15 Amp,duplex, circ a 6/Pkg +inner tone light	112.23	112.23
12	2	E1415.1630T HF TR	Tag 1: Director of Finance +Window Tile,16" h,30" w,top +inner tone light +clear	87.87	175.74
13	2	E1415.1636T HF TR	Tag 1: Director of Finance +Window Tile,16" h,36" w,top +inner tone light +clear	98.60	197.20
14	1	LW100.20BBF SB SS HF KC 1F 3M	Tag 1: Director of Finance +W-Pull Freestd Pedestal,20" d,BBF +full-extension ball-bearing +smooth paint on smooth steel +inner tone light +keyed differently, chrome +standard height +drawer divider in drawer, pencil tray	298.28	298.28
15	2	2VT-LX-C48-30 SLV	Tag 1: Director of Finance Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns Silver Finish Tag 1: HR Mandy	557.39	1,114.78



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 SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
16	1	DU6WS.3072L	@Renew Ht Adj Rect Worksurface,sq-edge,30" d (29" surf size),72" w (70" surf size),high-pressure lam top/thermoplastic edge V +pre-drilled holes for V1 base HF @inner tone light HF @inner tone light NNN +no cutout Tag 1: HR Mandy	234.67	234.67
17	2	FT199.	+Cable Mgmt Trough Tag 1: HR Mandy	30.74	61.48
18	1	LW110.20BF	+W-Pull Mobile Pedestal,20" d,BF SB +full-extension ball-bearing SS +smooth paint on smooth steel HF +inner tone light KC +keyed differently, chrome 5M +pencil tray in drawer, 2 file converters H1 +hand grip only Tag 1: HR Mandy	278.57	278.57
19	1	PIA2B327AA	+Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj sea AJ +adjustable lumbar with sacral support BK +black base/black frame 36506 +shale SC8 +2 1/2" caster,black yoke,hard floors/carpet 235 +tailored-Pr Cat 1 12 +tailored black Tag 1: HR Mandy	551.78	551.78



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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
20	8	LW110.20BF SB SS HF KC 5M H1	+W-Pull Mobile Pedestal,20" d,BF +full-extension ball-bearing +smooth paint on smooth steel +inner tone light +keyed differently, chrome +pencil tray in drawer, 2 file converters +hand grip only	278.57	2,228.56
21	1	2VT-LX-C48-30 SLV	Tag 1: HR Private Offices Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns Silver Finish	557.39	557.39
22	1	FT199.	Tag 1: HR Safety 1 +Cable Mgmt Trough	30.74	30.74
23	1	LW110.20BF SB SS HF KC 5M H1	Tag 1: HR Safety 1 +W-Pull Mobile Pedestal,20" d,BF +full-extension ball-bearing +smooth paint on smooth steel +inner tone light +keyed differently, chrome +pencil tray in drawer, 2 file converters +hand grip only	278.57	278.57
24	1	PIA2B327AA AJ BK 36506 SC8 235	Tag 1: HR Safety 1 +Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj sea +adjustable lumbar with sacral support +black base/black frame +shale +2 1/2" caster,black yoke,hard floors/carpet +tailored-Pr Cat 1	551.78	551.78
CONTINUED...					



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PROPOSAL

PROPOSAL #: 54542
DATE: 04/21/26
PROJECT #: 4-344

PROPOSAL FOR: 1746
CITY OF SPOKANE ATTN: ACCOUNTS PAYABLE 808 SPOKANE FALLS BLVD SPOKANE WA 99201

INSTALL AT:
CITY OF SPOKANE 4TH FL - RECONFIGURE 808 SPOKANE FALLS BLVD SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
25	1	12 2VT-LX-C48-30	+tailored black Tag 1: HR Safety 1 Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns	557.39	557.39
26	1	SLV DU6WS.2448L	Silver Finish Tag 1: HR Safety 2 +Renew Ht Adj Rect Worksurface,sq-edge,24" d (23" surf size),48" w (46" surf size),high-pressure lam top/thermoplastic edge	108.50	108.50
27	1	V HF HF NNN FT199.	+pre-drilled holes for V1 base @inner tone light @inner tone light +no cutout Tag 1: HR Safety 2 +Cable Mgmt Trough	30.74	30.74
28	1	LW110.20BF SB SS HF KC 5M H1	Tag 1: HR Safety 2 +W-Pull Mobile Pedestal,20" d,BF +full-extension ball-bearing +smooth paint on smooth steel +inner tone light +keyed differently, chrome +pencil tray in drawer, 2 file converters +hand grip only	278.57	278.57
29	1	PIA2B327AA	Tag 1: HR Safety 2 +Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous	551.78	551.78

CONTINUED...



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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			w/ tilt limiter & seat angle,fully adj arms,adj sea		
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		SC8	+2 1/2" caster,black yoke,hard floors/carpet		
		235	+tailored-Pr Cat 1		
		12	+tailored black		
30	6	2VT-LX-C48-30	Tag 1: HR Safety 2 Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns Silver Finish	557.39	3,344.34
		SLV	Tag 1: New 6 Pack		
31	6	FCH4C	Desktop Power Module Including (2) AC Power and (1) USB-A Outlet, (1) USB-C Outlet. Mounts on Top or Under Desk	141.30	847.80
		BLK	Black		
32	6	DU6WS.3066L	Tag 1: New 6 Pack @Renew Ht Adj Rect Worksurface,sq-edge,30" d (29" surf size),66" w (64" surf size),high-pressure lam top/thermoplastic edge	208.63	1,251.78
		V	+pre-drilled holes for V1 base		
		HF	@inner tone light		
		HF	@inner tone light		
		NNN	+no cutout		
33	3	E1109.7030G	Tag 1: New 6 Pack +Frame,70" h,30" w,(G)pwr, 4-c,com pt loc	372.94	1,118.82
		HF	+inner tone light		
		HF	+inner tone light		
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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
34	14	E1109.7030J HF HF	Tag 1: New 6 Pack +Frame,70" h,30" w,(J)npwr, ac hole/com pt +inner tone light +inner tone light	287.39	4,023.46
35	8	E1109.7036J HF HF	Tag 1: New 6 Pack +Frame,70" h,36" w,(J)npwr, ac hole/com pt +inner tone light +inner tone light	310.88	2,487.04
36	9	E1120.70	Tag 1: New 6 Pack +Draw Rod,70" h	20.01	180.09
37	2	E1220.70SRE HF HF HF	Tag 1: New 6 Pack +2-Way 90 Con,70" h,vinyl,radius,(E) pwr +inner tone light +inner tone light +inner tone light	185.60	371.20
38	2	E1230.70SE HF HF HF	Tag 1: New 6 Pack +3-Way 90 Con,70" h,vinyl,(E) pwr +inner tone light +inner tone light +inner tone light	239.54	479.08
39	2	E1240.70FE HF	Tag 1: New 6 Pack +4-Way 90 Con,70" h,(E) pwr +inner tone light	258.97	517.94
40	7	E1250.70S HF	Tag 1: New 6 Pack +Fin End,70" h,std +inner tone light Tag 1: New 6 Pack	50.46	353.22



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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
41	1	E1311.A HF	+Receptacle, 4 Circuit, 15 Amp,duplex, circ a 6/Pkg +inner tone light Tag 1: New 6 Pack	112.23	112.23
42	1	E1311.B HF	+Receptacle, 4 Circuit, 15 Amp,duplex, circ b 6/Pkg +inner tone light Tag 1: New 6 Pack	112.23	112.23
43	1	E1311.C HF	+Receptacle, 4 Circuit, 15 Amp,duplex, circ c 6/Pkg +inner tone light Tag 1: New 6 Pack	112.23	112.23
44	1	E1322.06E	+Pwr Entry, External Direct Connect, 4 Circ,6' l	99.18	99.18
45	3	E1354.48E	Tag 1: New 6 Pack +Baseline Harness, 4 Circ,no side covers,48" w,std	93.67	281.01
46	1	E1356.BE	Tag 1: New 6 Pack +Pass-Through Harness, Con,spacer 5/Pkg	116.29	116.29
47	34	E1415.1630T HF TR	Tag 1: New 6 Pack +Window Tile,16" h,30" w,top +inner tone light +clear	87.87	2,987.58
48	16	E1415.1636T HF TR	Tag 1: New 6 Pack +Window Tile,16" h,36" w,top +inner tone light +clear Tag 1: New 6 Pack	98.60	1,577.60



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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
49	6	E1415.1648T HF TR	+Window Tile,16" h,48" w,top +inner tone light +clear Tag 1: New 6 Pack	122.67	736.02
50	85	E1420.1630F 8T 19	+Face Tile,16" h,30" w,fabric +crossing-Pr Cat 1 +crossing shale Tag 1: New 6 Pack	52.49	4,461.65
51	15	E1420.1630F 8T 18	+Face Tile,16" h,30" w,fabric +crossing-Pr Cat 1 +crossing indigo Tag 1: New 6 Pack	52.49	787.35
52	3	E1420.1636F 8T 18	+Face Tile,16" h,36" w,fabric +crossing-Pr Cat 1 +crossing indigo Tag 1: New 6 Pack	58.29	174.87
53	37	E1420.1636F 8T 19	+Face Tile,16" h,36" w,fabric +crossing-Pr Cat 1 +crossing shale Tag 1: New 6 Pack	58.29	2,156.73
54	3	E1420.1648F 8T 18	+Face Tile,16" h,48" w,fabric +crossing-Pr Cat 1 +crossing indigo Tag 1: New 6 Pack	66.99	200.97
55	6	E2393.24L HF SM	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,lf +inner tone light +on module Tag 1: New 6 Pack	20.59	123.54
56	6	E2393.24R HF SM	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,rt +inner tone light +on module	20.59	123.54

CONTINUED...



Spokane Showroom
1 North Monroe, Suite 100
Spokane, WA 99201
P: 509.624.4220
F: 509.623.1777

Missoula Showroom
1330 W Broadway St.
Missoula, MT 59802
P/F: 406.926.3313

Bozeman Showroom
300 Andrea Dr.
Belgrade, MT 59714
406-220-8200

PROPOSAL

PROPOSAL #: 54542

DATE: 04/21/26

PROJECT #: 4-344

PROPOSAL FOR: 1746

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

INSTALL AT:

CITY OF SPOKANE
4TH FL - RECONFIGURE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
57	6	EWS10.2448L F HF HF	Tag 1: New 6 Pack +Rect Surf,sq-edge,24" d,48" w,high-pressure lam top/thermoplastic edge,Ethospace frame att surf +inner tone light +inner tone light	149.06	894.36
58	12	FT199.	Tag 1: New 6 Pack +Cable Mgmt Trough	30.74	368.88
59	6	LW100.20BBF SB SS HF KC 1F 3M	Tag 1: New 6 Pack +W-Pull Freestd Pedestal,20" d,BBF +full-extension ball-bearing +smooth paint on smooth steel +inner tone light +keyed differently, chrome +standard height +drawer divider in drawer, pencil tray	298.28	1,789.68
60	7	PIA2B327AA AJ BK 36506 SC8 235 12	Tag 1: New 6 Pack +Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj sea +adjustable lumbar with sacral support +black base/black frame +shale +2 1/2" caster,black yoke,hard floors/carpet +tailored-Pr Cat 1 +tailored black Tag 1: New 6 Pack	551.78	3,862.46



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Bozeman Showroom
300 Andrea Dr.
Belgrade, MT 59714
406-220-8200

PROPOSAL

PROPOSAL #: 54542

DATE: 04/21/26

PROJECT #: 4-344

PROPOSAL FOR: 1746

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

INSTALL AT:

CITY OF SPOKANE
4TH FL - RECONFIGURE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
62	1	UNIT	Architectural Products - Walls, Doors & Misc. Hardware Includes: * Chief Financial Officer * Director of Human Resources	22,525.97	22,525.97
62	1	UNIT	Tag 1: Volo Walls Freight Fee	1,217.62	1,217.62
63	1	DESIGN	Tag 1: Volo Walls Design Services; site verification, create furniture as-builts, layouts, renderings, revisions, specifications and installation drawings Price based	14,440.00	14,440.00
64	1	LABOR	Contract Design Associates to Receive, Deliver and Install Furniture based on approved furniture plans including Demo and relocate 5 panels, 6 desks, * Assumptions: * Normal Business Days/Hours * Free and Clear Conditions * Elevator Access & Stair Carry of Volo * No Hardwire Electrical * Connections/Disconnections; * Must be done by licensed electrician at customers expense * Less than a 50 yd push from truck to install site * Most direct path from truck to install site * Must be free & clear of: * contractors, cords, dirt and debris for a smooth delivery	28,045.87	28,045.87

* Quote includes all trash removal and
CONTINUED...



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Spokane, WA 99201
P: 509.624.4220
F: 509.623.1777

Missoula Showroom
1330 W Broadway St.
Missoula, MT 59802
P/F: 406.926.3313

Bozeman Showroom
300 Andrea Dr.
Belgrade, MT 59714
406-220-8200

PROPOSAL

PROPOSAL #: 54542
DATE: 04/21/26
PROJECT #: 4-344

PROPOSAL FOR: 1746
CITY OF SPOKANE ATTN: ACCOUNTS PAYABLE 808 SPOKANE FALLS BLVD SPOKANE WA 99201

INSTALL AT:
CITY OF SPOKANE 4TH FL - RECONFIGURE 808 SPOKANE FALLS BLVD SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
65	1	PM	<ul style="list-style-type: none"> * basic clean up at project completion * Project Management (Furniture and Furnishings Related) * Pre/Post install meetings with client or client representative to coordinate logistics * Developement of plans & schedules * Coordination with other professional crafts and trades persons. Verification of critical field dims before install * Walk-throughs during installation dates * Post install walk-through upon completion * Manage and complete any punchlist items identified within post install walk-through 	2,400.00	2,400.00
66	1	PWLABOR	Contract Design Associates to Install Volo Walls based on approved furniture plans Public Works requirements ONLY applies to the installation work. Omnia Contract Pricing <ul style="list-style-type: none"> * ESI/Fellowes Contract# R221001 * Herman Miller Contract# 2020000622 	10,270.00	10,270.00
COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST					
SUBTOTAL					124,987.95
SALES TAX					11,373.91
TOTAL					136,361.86

THANK YOU FOR YOUR BUSINESS!!!

By acceptance of this proposal, I acknowledge and agree with the seller's standard terms and conditions.

SIGNATURE _____

PRINT NAME _____

DATE ACCEPTED _____

EXHIBIT C

2026 General Terms & Conditions of Sale

1. Upon Buyer's written acceptance of the furniture listed in Attachment I (Proposal), the order shall be deemed accepted and non-cancelable; provided, the order shall be as set forth in the Furniture Proposal of Contract Design Associates, Inc. All sales are final, except as set forth herein.
2. Title to the goods listed in Attachment I (Proposal) shall remain with Contract Design Associates Inc. until Buyer pays the obligation in full. The buyer agrees not to sell, encumber, or remove the same goods from the county in which it was delivered prior to full payment, without written approval of Contract Design Associates, Inc.
3. Risk of loss and responsibility for damages shall pass to Buyer upon inspection and acceptance of the goods delivered to Buyer's specified location.
4. Contract Design Associates, Inc. reserves the right to make partial deliveries and to invoice accordingly and, Buyer agrees to pay invoices for partial shipments.
5. All payments shall be made to Contract Design Associates, Inc. at 1 North Monroe, Suite 100, Spokane, WA 99201 unless Contract Design Associates, Inc. designates an alternate location.
6. After Buyer's written acceptance of the Furniture Proposal of Contract Design Associates, Inc., should Buyer not be able to accept delivery of the goods covered under this contract within 10 business days of arrival at Contract Design Associates, Inc. warehouse or a designated receiving location, Contract Design Associates, Inc. shall invoice for the goods as well as storage and handling costs, and Buyer agrees to pay such charges. Installation charges will be withheld until completed.
7. Every effort will be made to effect shipment within the agreed upon timeframe. However, Contract Design Associates, Inc. assumes no liability for the delay due to causes beyond our reasonable control.
8. In the event Buyer accepts the installation services set forth in the Furniture Proposal of Contract Design Associates, Inc., the following provisions apply:
 - a. The job site must be clean, clear, and free of debris prior to installation.
 - b. Electric current, heat, and elevator service shall be provided to Contract Design Associates, Inc. without charges to Contract Design Associates, Inc.
 - c. Equipment delivered to the job site as scheduled shall be inspected and accepted by the Buyer. The buyer shall be responsible for security and safeguarding the goods from the time of delivery to the job site.
 - d. The buyer shall be responsible for the removal of all computers, structured cabling, personal effects, and copy machines from the work area prior to Contract Design Associates, Inc. beginning installation services.
 - e. Electrical connections are not considered part of the installation; however, these may be provided at Buyer's request for an additional charge; otherwise, Buyer must provide an electrician.
 - f. 48 hours (business hours) notice is required to cancel or reschedule an installation. If a cancellation or a request to reschedule an installation is made in less than 48 hours, the Buyer will incur a fee. The fee is based on the project manpower and time to complete the installation.

Installation services are based upon the use of Contract Design Associates, Inc. personnel. Normal working hours are Monday through Friday 8:30 a.m. until 5:00 p.m., unless otherwise arranged. If installation is performed after normal hours, on weekends, or on normal holidays, *at Buyers request*, or if union labor is required, additional charges will be passed on to the Buyer.

9. All invoices from Contract Design Associates, Inc. carry net 10-day terms. Contract Design Associates, Inc. reserves the right to assess, and Buyer agrees to pay interest charges at 1.5% per month (18% per annum) on all unpaid balances past 30 days. **Payments made by credit card for materials or services exceeding \$3000 per order will incur a 3% processing fee.**
10. Contract Design Associates, Inc. reserves the right to suspend deliveries to Buyer unless Buyer's account is current.
11. In addition to the Buyer's Request for Proposals for Furniture Procurement and Installation Services and the Furniture Proposal of Contract Design Associates, Inc., the terms and conditions stated herein record and complete an Entire Agreement between the parties. Any terms and conditions stated on purchase orders, acknowledgements, or other documents submitted by either party or between parties govern only price, quantity, and description of the items and services ordered or acknowledged thereon. No change to this contract can be made or become effective unless it is in the form of a written amendment to this agreement. In the event of a dispute under this agreement or the transaction(s) it describes, the prevailing party to such dispute shall be entitled to recover from the losing party the prevailing party's attorney fees and costs of suit or representation, including fees and costs on appeal. The venue of any legal action shall be Spokane County, Washington. Washington law shall apply to all legal actions.

Signature _____ Print _____ Date _____

< Business Lookup

License Information:

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

Entity name: CDA WASHINGTON, LLC

Business name: CONTRACT DESIGN

Entity type: [Limited Liability Company](#)

UBI #: 605-662-111

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1 NORTH MONROE
STE 100
SPOKANE WA 99201

Mailing address: 1 NORTH MONROE
STE 100
SPOKANE WA 99201

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Dec-31-2026	May-21-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GUENZEL, GWENDOLYN RENE	Member

Registered Trade Names

Registered trade names	Status	First issued
CONTRACT DESIGN	Active	May-21-2025

The Business Lookup information is updated nightly. Search date and time: 5/5/2026 12:38:08 PM

How are we doing?
Take our survey!

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

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

Additional Insured – Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, 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.

b. The insurance afforded to such vendor described above:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
- (3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured 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, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, 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 sale of the product;
 - (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;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

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

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12**. “Mobile Equipment”, paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions**, subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, “Personal and advertising injury” subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition **14**. “Personal and advertising injury”:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an “employee”, not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

“Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”.

However, this exception to the exclusion does not apply to “product recall expenses” resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of “your product” which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

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

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

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or

- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

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

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
1. Required by the contract, agreement or permit described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
 - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
 - (3) when b. below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

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

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. **Coverage Extension.** of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

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

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

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

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

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

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

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

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 06/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

6/10/2026

Clerk's File #

ORD C36887

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

CITY COUNCIL

Bid #**Contact Name/Phone**

SARAH DIXIT 625-6275

Requisition #**Contact E-Mail**

SDIXIT@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

SDIXIT KTELIS PDILLON

Sponsoring at Administrators Request

NO

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

INTERIM ORDINANCE IMPOSING MORATORIUM ON DATA CENTERS

Agenda Wording

An ordinance imposing an immediate one-year citywide moratorium on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, setting a public hearing; and declaring an emergency.

Summary (Background)

This ordinance would impose moratorium is imposed on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, either as principal or accessory uses, or through a change of use to a data center as defined in Section 2 of this ordinance, whether as a component of a project or as the entire project for which a permit is sought. Under the ordinance, the moratorium would remain in effect for a period of one year, beginning on the date of its adoption. During this period, the City will evaluate the impacts of data center projects in the context of the City's Comprehensive Plan, Water Conservation Plan, Water System Plan, and economic development strategy, and update its Comprehensive Plan and development regulations accordingly. The ordinance directs the city to conduct a a work plan related to this ordinance, which shall include continued public participation and notice pursuant to chapter 17G.025 SMC. Work plan efforts will evaluate the potential harmful impacts of data centers and consideration of the proper procedural requirements to protect health, safety, welfare, and the natural environment. This ordinance sets the public hearing for the moratorium for July 22, 2026.

What impacts would the proposal have on historically excluded communities?

All members of the Spokane community, including those in historically marginalized communities, will benefit from protection of the Spokane Aquifer, an essential natural resource.

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

Data will be collected as part of the required work plan.

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

Data will be collected as part of the required work plan.

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

Comprehensive Plan Policy CFU 5.2 – Water Conservation calls for the City to “Encourage public and private efforts to conserve water”. Comprehensive Plan Goal NE 18 - Energy Conservation states: “Promote the conservation of energy in the location and design of residential, service, and workplaces. Comprehensive Plan Policy ED 2.1 – Land Supply calls for the City to “Ensure opportunities for locating a variety of desirable, livable wage industries in Spokane that are environmentally compatible with adjacent land uses and support a range of employment types Comprehensive Plan Policy ED 3.8 – Technology-Based Industries calls on the City to “Encourage the development of advanced and emerging technology-based industries.” City of Spokane’s

Council Subcommittee Review

Not assigned to 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	
Dept Head	
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Distribution List	

ORDINANCE NO. C36887

An ordinance imposing an immediate one-year citywide moratorium on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, setting a public hearing; and declaring an emergency.

WHEREAS, the proliferation of data centers has the potential to significantly impact the City of Spokane’s energy and water infrastructure, utility affordability and reliability, jobs and economic development, public health, and the environment; and

WHEREAS, data centers consume large amounts of electricity and use significant amounts of water for cooling equipment; and

WHEREAS, data centers can produce a significant amount of noise and heat, which can negatively impact the health and wellbeing of surrounding communities; and

WHEREAS, the Spokane-Valley-Rathdrum Prairie Aquifer is the sole source of drinking water for over half a million residents in Spokane County and Kootenai County, Idaho; and

WHEREAS, the voters of Spokane County overwhelmingly approved the Aquifer Protection Area (APA) Renewal and Expansion Ballot Measure on August 5, 2025; and

WHEREAS, the City of Spokane’s Comprehensive Plan Policy CFU 5.2 – Water Conservation calls for the City to “Encourage public and private efforts to conserve water”; and

WHEREAS, the City of Spokane’s Water Conservation Plan envisions a reliable, sustainable, and resilient water supply where “Spokane water customers and City facilities are using water efficiently, new development construction is designed to minimize water use, and fixtures in existing developments have been upgraded to maximize water efficiency.”; and

WHEREAS, the Washington State Department of Revenue’s Data Center Workgroup Preliminary Report, published in December 2025, found “The direct water requirements of data centers can be substantial, depending on the size and type of cooling system used. This can affect water resources, such as water availability and water quality, through discharges of pollutants and effects on water temperatures. There could be potential impacts to public infrastructure, such as municipal water facilities, habitats, species, critical areas, and to Tribal rights, interests, and resources.”; and

WHEREAS, the City of Spokane’s Comprehensive Plan Goal NE 18 - Energy Conservation states: “Promote the conservation of energy in the location and design of residential, service, and workplaces.”; and

WHEREAS, the Washington State Department of Revenue’s Data Center Workgroup Preliminary Report found “The global electricity requirements of data centers are substantial and growing rapidly in response to businesses and consumers demanding more data services. Data centers are the largest source of expected load growth in the Pacific Northwest. Potential growth in data centers in Washington would require significant electric power grid expansion, including generating resources, substations, and local and regional transmission capacity.”; and

WHEREAS, the City of Spokane’s Comprehensive Plan Policy ED 2.1 – Land Supply calls for the City to “Ensure opportunities for locating a variety of desirable, livable wage industries in Spokane that are environmentally compatible with adjacent land uses and support a range of employment types.”; and

WHEREAS, the City of Spokane’s Comprehensive Plan Policy ED 3.8 – Technology-Based Industries calls on the City to “Encourage the development of advanced and emerging technology-based industries.”; and

WHEREAS, the City of Spokane’s Comprehensive Plan Policy ED 4.1 – Livable Wage calls for the City to “Encourage the recruitment of businesses that pay wages at least commensurate with the cost of living and that provide health and retirement benefits.”; and

WHEREAS, a 2025 report commissioned by the Data Center Coalition found the data center industry contributed 8,990 direct jobs in Washington in 2023 and a total employment contribution of 47,960 in Washington when combined with indirect and induced effects; and

WHEREAS, the City of Spokane’s Comprehensive Plan Policy LU 5.1 – Built and Natural Environment calls for the City to “Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.”; and

WHEREAS, the City of Spokane Comprehensive Plan Policy ED 8.2 – Sustainable Economic Strategies supports the City’s efforts to “achieve economic development in a manner that minimizes physical, social, and environmental impacts”; and

WHEREAS, the combined and cumulative impacts of large electrical loads, emissions, and water use associated with new or expanded data centers may exceed available infrastructure capacity and resources, may require substantial unplanned capital investments, may affect environmental quality, including watershed and aquatic systems, and wastewater treatment, may impair the City’s ability to meet climate and resource management goals, and may affect the health and wellbeing of residents from air pollution, noise, and heat emissions; and

WHEREAS, the City of Spokane recognizes that data centers have the potential to contribute to the local economy, but require consideration for potential harmful impacts; and

WHEREAS, the Spokane Municipal Code does not currently have a definition for data centers, nor have current regulations and processes been developed by the City with adequate consideration of the unique impacts of data centers; and

WHEREAS, the City of Spokane is in the middle of its Comprehensive Plan periodic update and a review and modernization of its development regulations; and

WHEREAS, the City of Spokane needs additional time to analyze and determine how best to update regulations to address data centers; and

WHEREAS, the City of Spokane intends to evaluate the impacts of data centers in the context of the City's Comprehensive Plan, Water Conservation Plan, Water System Plan, and economic development strategy; and

WHEREAS, the City of Spokane intends to develop consistent processes for mitigating the harmful impacts of data centers, recognizing their potential economic benefit, establishing transparency and opportunities for public comment in review, and upholding private property rights as required under state and federal law; and

WHEREAS, the City Council has learned that the Spokane region is being considered for location of data centers, including facilities within city limits; and

WHEREAS, the prospect of location of a data center in the city limits is sudden and unexpected, and requires immediate action to prevent or mitigate the threat of vesting of applications under the current municipal development code; and

WHEREAS, the normal course of legislative procedures of the City Council cannot timely prevent the vesting of applications for data centers, and, this ordinance needs immediate effect to prevent harm to the community or government functions;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the citywide moratorium established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below.

Section 2. Definition. "Data Center" is defined as a facility: (1) used primarily for the housing, operation, or co-location of computer and networking equipment and the handling, storage, management, processing, and backing up of digital data; (2) having capacity in excess of 20 Megavolt-Amperes (MVA); and (3) generally requiring

uninterruptible power supplies and associated infrastructure such as cooling systems, backup power systems, and battery storage.

Section 3. Moratorium Imposed. A citywide moratorium is imposed on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers, either as principal or accessory uses, or through a change of use to a data center as defined in Section 2 of this ordinance, whether as a component of a project or as the entire project for which a permit is sought.

Section 4. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of one year, beginning on the date of its adoption. During this period, the City will evaluate the impacts of data center projects in the context of the City's Comprehensive Plan, Water Conservation Plan, Water System Plan, and economic development strategy, and update its Comprehensive Plan and development regulations accordingly.

Section 5. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and notice pursuant to chapter 17G.025 SMC. Work plan efforts will evaluate the potential harmful impacts of data centers and consideration of the proper procedural requirements to protect health, safety, welfare, and the natural environment.

Section 6. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a hearing on this moratorium on July 22, 2026. Immediately after the public hearing, the City Council may adopt additional findings of fact on the subject of this moratorium.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter and under Section 01.01.080 of the Spokane Municipal Code, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**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 #		RES 2026-0041	
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 - ANDREI JOHNSON - \$200K		

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.

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:** Discussion**Council Meeting Date:** 06/15/2026

Date Rec'd		5/20/2026
Clerk's File #		ORD C36884
Cross Ref #		
Project #		
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 SDIXIT KKLITZKE KTELIS ZZAPPONE	
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. C36884

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:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/13/2026

Clerk's File #

OPR 2026-0521

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

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 625-6718

Requisition #

N/A

Contact E-Mail

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

ZZAPPONE

Sponsoring at Administrators Request

NO

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

APPROVAL OF TOURISM AND CULTURAL INVESTMENT GRANT - FALL 2026

Agenda Wording

Approval of recommendations from the Tourism and Cultural Investment Committee for funding allocations.

Summary (Background)

Fall 2026 TACI Committee Funding recommendations are as follows: South Perry Street Fair - \$10,000 Terrain 17 AND Brrrzaar - \$10,000 Grainmaker Fest - \$10,000 Feast Fest 2026 - \$10,000 Boomjam Music & Arts Festival - \$10,000 Punk Rock Flea Market Spokane - \$10,000

What impacts would the proposal have on historically excluded communities?

Equity and inclusion are scoring metrics for grant applications for TACI funds.

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?

Grant applicants are asked to demonstrate equity and inclusion of all attendees and are required to be open public events, though ticketing events are allowed.

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

Grant recipients complete 90-day Post Event forms with questions about attendance and community partnerships, among others.

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?

Making investments in new cultural activities that draw tourists (defined as visitors from over 50 miles by RCW) and stay in hotels, replenishing the fund which is largely shared with the Public Facilities District.

Council Subcommittee Review

Recommendations from the Tourism and Cultural Investment Committee.

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	\$ 70,000
Current Year Cost	\$ 70,000
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
Funded through percentage of Lodging Tax	
Amount	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Budget Account	
	#
	#
	#
	#
	#
	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Yes, funded through hotel lodging tax. Amounts will be encumbered under the individual contracts.	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	Additional Approvals
	PURCHASING WAHL, CONNIE
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Distribution List	
	AccountsPayable@spokanecity.org

BOARD AND COMMISSION MINUTES
City of Spokane
Tourism and Cultural Investment Committee
City Hall Conference Room 7B
April 15, 2026

Call to Order: 1:30 PM

Attendance

Committee Members Present:

Council Member Zack Zappone, Jon Erickson (virtual), Matt Jensen (virtual), Ginger Ewing, Rose Noble (virtual, arrived at 2:22 p.m.), Cami Aguayo, Michelle Weaver (virtual).

Agenda Items

1. Approval of minutes
2. Fall '26 – Spring '27 Final Recommendations

Approval of Minutes

No Action taken

Committee Action

Motion to approve funding allocation of \$10,000 for South Perry Street Fair passes 6-0
JE moves, CA seconds – Michelle Weaver recuses
Ayes: Zack Zappone, Cami Aguayo, Rose Noble, Jon Erickson, Matt Jensen,
Ginger Ewing

Motion to approve funding allocations of \$10,000 for Terrain 17 and \$5,000 Terrain
BrrrZaar fails 3-3
CA moves, ZZ seconds – Ginger Ewing recuses
Ayes: Zack Zappone, Cami Aguayo, Rose Noble
Nays: Jon Erickson, Matt Jensen, Michelle Weaver

Motion to approve funding allocations as presented passes 7-0
JE moves, CA seconds
Ayes: Zack Zappone, Cami Aguayo, Rose Noble, Jon Erickson, Matt Jensen,
Ginger Ewing

1. GRAINMAKER Fest
2. Feast Fest

3. Garland Pride
4. Boomjam Music Fest
5. Punk Rock Flea Market Spokane

Motion to approve funding allocations of \$10,000 for Terrain on events of their choice passes 4-2

JE moves, MJ seconds – Ginger Ewing recuses

Ayes: Matt Jensen, Michelle Weaver, Jon Erickson, Rose Noble

Nays: Zack Zappone, Cami Aguayo

Executive session

None.

Committee Discussion

General discussion on structure issues with having eligible event organizers on the committee. Noted committee members uncomfortable with committee members applying. Committee members recognize conflicts present and will work towards amending process to solve.

Before approving allocation recommendations, the committee discussed improving future applications to give guidance on multiple applications from the same organization and committee member organizations applying.

Adjournment

The meeting adjourned at 4:02 PM

Jackson Deese, Legislative Assistant



Zack Zappone
City Council Member

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/11/2026**Committee Agenda type:** Discussion**Council Meeting Date:** 06/15/2026

		Date Rec'd	5/6/2026
		Clerk's File #	RES 2026-0040
		Cross Ref #	
		Project #	2026015
Submitting Dept	INTEGRATED CAPITAL	Bid #	
Contact Name/Phone	KEVIN PICANCO (509) 625-6088	Requisition #	
Contact E-Mail	KPICANCO@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	6-YEAR STREET PROGRAM (2027-2032) ANNUAL UPDATE		

Agenda Wording

Adoption of the 6-year Street Program for 2027-2032.

Summary (Background)

In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is reviewed by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly. Executive Summary:

- This annual update facilitates:
 - o Compliance with the Growth Management Act and RCW 35.77.010,
 - o City of Spokane can qualify for grant and low interest loan funds,
 - o Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program.
- Draft Project Reconciliation (Table attached) Eleven new projects are being added to the program this year. The list of new projects being added to the program is attached and an overview of these projects will be presented at committee.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? 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	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	PICANCO, KEVIN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE
Distribution List	
	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	

RESOLUTION 2026-0040

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2027 through 2032; and

WHEREAS, the Spokane City Plan Commission, on April 22nd, 2026, following a public hearing, found the 2027-2032 Six-Year Comprehensive Street Program to be in full conformance with the City’s Comprehensive Plan; and

WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the 2027-2032 Six-Year Comprehensive Street Program;

WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the 2027-2032 Six Year Comprehensive Street Program at 6:00 pm., at City Hall in Spokane, Washington on the 15th day of June, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended 2027-2032 Six Year Comprehensive Street Program is hereby adopted; and,

BE IT FURTHER RESOLVED, that a copy of the revised and extended 2027-2032 Six Year Comprehensive Street Program, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.

BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the 2027-2032 Six Year Comprehensive Street Program;

Adopted this 15th day of June, 2026

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

STREET PROGRAM RECONCILIATION SHEET

(Comparing 2027-32 against 2026-31 6yr. Program)

New Projects Added to Six-Year Program (2027-2032)

Section/ Funds CN Year	Project Name	Project Description	Purpose Statement	Project Phase Fully Funded			Cost Estimate
				Planning	Design	Constr.	
<i>Bridge Rehabilitation 2029</i>	Monroe St. Bridge Rehab	Complete deck and joint repair and rehabilitate the south jump span.	Bridge deck maintenance and preservation to protect the bridge structure, extend bridge life and delay need for more costly rehabilitation.	n/a	No	No	\$4.3M
<i>Bridge Rehabilitation 2026/27</i>	Riverside-1st Ave.-Sprague Bridge Decks Rehab	Bridge deck surface rehabilitation and preservation.	Bridge deck maintenance and preservation to protect the bridge structure, extend bridge life and delay need for more costly rehabilitation.	n/a	Yes	Yes	\$1.42M
<i>Capital Improvements 2027/28</i>	Grand Blvd. - 13th to 29th	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$2.49M
<i>Pedestrian & Bike</i>	Centennial Trail Study	Planning and 30% design to widen trail sections to bring this segment up to a fully separated shared use path.	Improve bike and pedestrian safety. Improve usability and access to transit.	Yes	n/a	n/a	\$400k
<i>Pedestrian & Bikeways 2027</i>	Alberta - Gordon to Longfellow Sidewalk	Pedestrian improvements. Work includes ped crossing improvements, sidewalk infill, and related safety improvements.	Improve bike and pedestrian safety. Address gaps in the active transportation network. Improve access to transit.	n/a	Yes	Yes	\$810k
<i>Steet Capital Maintenance 2028/29</i>	Mission - Napa to Greene G&O	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$1.52M
<i>Steet Capital Maintenance 2028/29</i>	Crestline St. - Illinois to Francis Chip Seal	Pavement preservation via chip seal surface treatment.	Preserve and extend the life of the pavement surface.	n/a	Yes	Yes	\$1.1M
<i>Steet Capital Maintenance 2028/29</i>	Ash/Maple/Monroe G&O	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$6.96M
<i>Steet Capital Maintenance 2028/29</i>	29th Ave./Sprague G&O	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$5.12M
<i>Steet Capital Maintenance 2027</i>	Driscoll - Garland to Rowan Chip Seal	Pavement preservation via chip seal surface treatment. Modify striping and parking layout to upgrade bike lanes to protected lanes.	Extend the life of the pavement structural section. Upgrade bike lanes.	n/a	Yes	Yes	\$500k
<i>Impact Fee 2028/29</i>	Nevada / Magnesium Intersection Improvements	Install left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west. ROW acquisition may be required on NE corner.	Address intersection capacity deficiency.	n/a	Yes	Yes	\$1.1M