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 withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, 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 SARAH DIXIT
COUNCIL MEMBER KATE TELIS
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

via Resolution 2021-0019

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

AGENDA REVIEW SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

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 Dittemore, 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)** **Jackie Johnsen**	**Approve**	**OPR 2026-0519**
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)** **Jason Nechanicky**	**Approve**	**OPR 2022-0304** **RFP 5933-22**
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)** **Jason Nechanicky**	**Approve**	**OPR 2026-0520** **ITB 6515-26**
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 _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2026-0002**
	b. Payroll claims of previously approved obligations through _____, 2026: $_____.		**CPR 2026-0003**

8.	**Minutes:**	Approve All	
	a. City Council Meeting Minutes: _____, 2026.		CPR 2026-0013
	b. City Council Standing Committee Meeting Minutes: _____, 2026.		
9.	Low Bid of (to be determined at bid opening) (City, ST) for 2026 Local Access Grind & Overlay & Chipseal - $(_____). 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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

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	
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**	**Hold Hearing/ Close Hearing/ Adopt Upon Roll Call Vote**	**RES 2026-0040 ENG 2026015**

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 Dittemore to the Arts Commission for a term of June 15, 2026, to June 14, 2029.

Summary (Background)

Appointment of Kayleigh Dittemore 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	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
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	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
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 #	
Bid #	
Requisition #	

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

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
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	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	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 #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	JESSICA X6369
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	**$**

Narrative

Departments that handle cash and check will pay for the services out of their individual budgets.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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

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:	*May 23, 2026 through May 22, 2028 (w/option to renew up to 48 months)*	

Jobsite Location: Various locations in the City of Spokane.
Contact is: treasuryaccounting@spokanecity.org (509) 625-6030

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

1 -Occasional On Call for Mondays

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

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

Invoice Address and Account Payable Contact:

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

treasuryaccounting@spokanecity.org
(509) 625-6057

Banking: Where are deposits and change order delivered or picked up from

US Bank Spokane Cash Vault

Projected Budget (if applicable):

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

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

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

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

Exhibit C - Contract #26423 Amendment dated 8/2024

LOOMIS ARMORED US

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

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.

R E C I T A L S

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

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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. *See Exhibit C – Insurance Requirements* at § 4.
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). *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.
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. *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.

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:

New Price = Old Price x ((.40 x (Current Period Index/Base Period Index)) + ((.60(x Current Period Index/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

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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.

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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.

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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

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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	Contractor
Attn: Julia Bang	Attn: Brad Ernster
Washington Dept. of Enterprise Services	Loomis Armored US, LLC
PO Box 41411	2500 Citywest Blvd Suite 2300
Olympia, WA 98504-1411	Houston, TX 77042
Tel: (360) 490-9459	Tel: (206) 817-2577
Email: descontractsteamapple@des.wa.gov	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	Contractor
Attn: Legal Services Manager	Attn: Risk/Legal
Washington Dept. of Enterprise Services	Loomis Armored US, LLC
PO Box 41411	2500 Citywest Blvd Suite 2300
Olympia, WA 98504-1411	Houston, TX 77042
Email: greg.tolbert@des.wa.gov	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.

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(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:

> Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .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 x = $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:

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(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: _____	By: _____
Tim Foitzik	Patrick Otero
Its: Procurement Supervisor	Its: EVP and CFO

LOOMIS RISK MGT. FINAL REVIEW

EXHIBIT A

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.



EXHIBIT B

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:	CBJCHBCAABAAcbItc_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

Adobe Acrobat Sign

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.

R E C I T A L S

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.

A G R E E M E N T

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

By: Dan Rushing
Dan Rushing (Aug 9, 2024 11:59 PDT)

Name: dan rushing

Title: vice president

Date: 08/09/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:

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): **FAX (A/C, No):**
E-MAIL ADDRESS: Houston.Certs@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
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 :	

INSURED
Loomis Armored US, LLC
2500 CityWest Blvd, Ste 2300
Houston, TX 77042

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			US00095082LI26A	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 100,000 5,000 1,000,000 4,000,000 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H11433984	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72803723 (AOS) SCF C72803735 (WI)	01/01/2026 01/01/2026	01/01/2027 01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

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

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

CERTIFICATE HOLDER

City of Spokane
1100 W Mallon Ave
Spokane, WA 99260

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Loomis Armored US, LLC.			1
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
ISA	H11433984	01/01/2026 TO 01/01/2027	
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
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	**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", "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.

© Insurance Services Office, Inc., 2018

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.

© Insurance Services Office, Inc., 2018

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 contact 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.

 © Insurance Services Office, Inc., 2018

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

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	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

Certifcate 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

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ADDITIONAL REMARKS SCHEDULE

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

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
Not withstanding 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.

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ADDITIONAL REMARKS SCHEDULE

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

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.

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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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Take our survey!

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

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	5/18/2026		
Clerk's File #	OPR 2026-0517		
Cross Ref #	OPR 2021-0406		
Project #			
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	**$** $102,904.00
Current Year Cost	**$** $102,904.00
Subsequent Year(s) Cost	**$**

Narrative

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		**Additional 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 Clerk's No. OPR 2026-0517

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___	By _____
Signature Date	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

26-121

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.

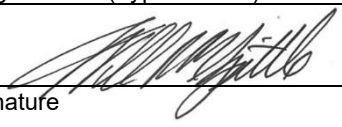
Mitchell Humphrey & Co. Name of Subrecipient / Contractor / Consultant (Type or Print)	Annual Maintenance & Support of Financial Management System Program Title (Type or Print)
William Spittle Name of Certifying Official (Type or Print) CFO Title of Certifying Official (Type or Print)	 Signature 5/15/2026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

EXHIBIT B
Company's 2026-2027 Quote

tripleview

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

tripleview

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.

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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

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
- [x] 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
- [x] Expertise
- [x] Compatibility
- [ ] Maintenance
- [ ] Regulation/Law
- [x] Uniformity
- [x] Prior Functionality Testing
- [x] Other - Operational Efficiency
- [ ] 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.

Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.	The City has been actively using this software since 1982. It was originally procured by formal bid #1456.
How was performance effectiveness demonstrated? Include existing conditions, prior history, and equipment longevity or durability.	Continued use and integration into City processes. As noted, the software has been utilized since 1982.
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?	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.
What are the associated risks of non-standardization?	No additional risks beyond the financial risks noted in the above question.
List any additional facts supporting the standardization or brand name justification.	Continued integration within the City processes.

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
Laz Martinez (May 8, 2026 10:30:03 PDT) — 05/08/26

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 (May 8, 2026 15:20:25 PDT) — 05/08/26

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:	CBJCHBCAABAAWblzi54WDzYUUH4UiNvfydpeYgPwDblG

"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

Adobe Acrobat Sign

Washington State Department of Revenue

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

TRIPTEC-02 MHASTERT

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. 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
Christensen Group, Inc.
9855 W 78th Street
Suite 100
Eden Prairie, MN 55344-8004

CONTACT NAME: Matt Razidlo
PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company Of America	25674
INSURER B : The Phoenix Insurance Company	25623
INSURER C : Crum & Forster Specialty Ins Co	44520
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mitchell Humphrey & Co
6400 S Fiddlers Green Circle
Suite 100 Pmb723
Greenwood Village, CO 80111-4953

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ZLP71N61076	3/15/2026	3/15/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			BAA714106A	3/15/2026	3/15/2027	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1W854806	3/15/2026	3/15/2027	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		UB6X149708	3/15/2026	3/15/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Tech E&O			TCM-106638	4/17/2026	4/17/2027	Tech E&O	2,000,000

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

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Consent

Council Meeting Date: 06/15/2026

Date Rec'd	4/28/2026		
Clerk's File #	OPR 2026-0518		
Cross Ref #			
Project #			
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 finaled 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	$

Narrative

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		Additional 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

By:

_____
City Administrator

Attest:

_____
City Clerk

MILLENNIUM MONROE LLC

By:

_____

Its:

_____

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Consent

Council Meeting Date: 06/15/2026

Date Rec'd	4/30/2026		
Clerk's File #	OPR 2026-0519		
Cross Ref #			
Project #			
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 finaled 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	$

Narrative

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		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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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

By:_____

City Administrator, Alex Scott

Millennium Monroe LLC

_____

_____

Owner/Taxpayer

Attest:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 05/28/2026

Committee Agenda type: Consent

Council Meeting Date: 06/15/2026

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 200,000.00
Current Year Cost	$ 200,000.00
Subsequent Year(s) Cost	$

Narrative

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	**PURCHASING**	NECHANICKY, JASON
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City Clerk's No. OPR 2022-0304

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

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certificate Regarding Debarment

26-107

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

Washington State Department of Revenue

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 a	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	CONTACT NAME:	
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	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	NAIC #
	INSURER A : Middlesex Insurance Company	23434
INSURED	INSURER B :	
American On-Site Services, LLC 3808 N Sullivan Rd Bldg 103 Spokane, WA 99216	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

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

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric Schaeb

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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.

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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).

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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

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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

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: 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.

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Washington State Department of Labor & Industries (https://lni.wa.gov/)

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

Narrative

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	**PURCHASING**	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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facilitiesaccounting@spokanecity.org	kbustos@spokanecity.org

City Clerk's No. OPR 2026-0520

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_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – 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.

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

EXHIBIT B

Bid Response Summary

Bid Number	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	• 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.	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.	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.	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).	I acknowledge and agree
	E.	Filing Fees	Yes

	1.	The Contractor is responsible for payment of the fees required for the Statements of Intents 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

	Supplemental Bidder Responsibility Criteria	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.	I acknowledge and agree
	Supplemental Bidder Responsibility Criteria	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.	ITB 6515-26 Supplemental Bidder Responsibility Criteria and Work Experience Form (4).docx
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
	#1	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.	I acknowledge and agree

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:_____20%_____	

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

Hydrostatic Test - Dry Chemical Extinguisher - 2.5lb	20		$32.00
Hydrostatic Test - Dry Chemical Extinguisher - 5lb	20		$36.00
Hydrostatic Test - Dry Chemical Extinguisher - 10lb	20		$36.00
Hydrostatic Test - Dry Chemical Extinguisher - 20lb	20		$38.00
6 year - Halon/Halotron Extinguisher - 15lb	15		$150.00
Recharge - Halon/Halotron Extinguisher - 15lb	5		$480.00
Hydrostatic Test - Halon/Halotron Extinguisher - 15lb	10		$480.00
6 Year - CleanGuard - 13.25lb	5		$150.00
Recharge - CleanGuard - 13.25lb	5		$315.00
Hydro Test - CleanGuard - 13.25lb	5		$360.00
Recharge - CO2 Extinguisher - 15lb	5		$89.00
Recharge - CO2 Extinguisher - 20lb	5		$98.00
Hydrostatic Test - CO2 Extinguisher - 15lb	10		$120.00
Hydrostatic Test - CO2 Extinguisher - 20lb	10		$120.00
Hydrostatic Test - Ansul K-Class Extinguisher - 1.8G (6L)	5		$89.00
Hydrostatic Test - Amerex K-Class Extinguisher - 1.8G (6L)	5		$89.00
Hydrostatic Test - Amerex K-Class Extinguisher - 2.5G	5		$120.00
Hydrostatic Test - Water Mist Extinguisher - 6L (1.75G)	5		$138.00
Hydrostatic Test - Water Mist Extinguisher - 2.5G	5		$89.00
When services must be performed outside normal business hours due to access restrictions or City operational needs, the Contractor may apply an after-hours markup to the applicable fixed unit price for services. Enter % markup above fixed price or a fixed fee.		% Markup or Fixed Fee_____20%_____	
For services not specified in the pricing tab that may arise during the life of the contract, contractor shall specify hourly rate.		$ Hourly Rate:_____$150.00_____	
Supression System Known Parts & Chemicals	**Qty**	**Vendor Item#**	**Price EA**
443325 - Ansul Nozzle 2w	1		$63.00
079372 - Ansulex 3-Gallon Chemical	1		$280.00
005373 - Ansul Cartridge Nitrogen	1		$120.00
For major parts and equipment not specified in this bid, contractor shall specify % markup above cost.		% Markup:_____20%_____	
Suppression System Services	**Estimated Annual Quantity**	**Vendor Item#**	**Price EA**
Semi-Annual Suppression System inspection	20		$250.00
Suppression System Hydrostatic Testing - 12 Year Service	2		$1,450.00
For services not specified in the pricing tab that may arise during the life of the contract, contractor shall specify hourly rate.		$ Hourly Rate:_____$150.00_____	

ADDITIONAL FEES	
Contractor shall specify any additional fees that may apply to extinguisher services in the table below. If not specified here, additional charges will not be allowed for the contract. Specify if any cost will be required to build the initial inventory/location list. Percentage markups and other additional charges will not be included in the evaluation of bids, unless such charges result in a significant increase in the total cost to the City.	
Additional Fee Description - Thoroughly Explain Fee & Identify how/when it would be charged	**Price**
~~Travel labor to service locations.~~	~~$75.00 hr~~
Negotiated flat $45 per location travel fee. Only one travel fee will be charged for locations with multiple buildings scheduled for service on the same day. - KA 04/16/26	$45 Flat Fee

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

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
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 dat
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

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): 5/5/2026

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

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

PRODUCER
Marsh & McLennan Agency LLC
2301 Sugar Bush Road, Suite 600
Raleigh NC 27612

CONTACT NAME:
PHONE (A/C, No, Ext): 919-782-1840 **FAX (A/C, No):**
E-MAIL ADDRESS: macertrequest@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Axis Surplus Insurance Company	26620
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D : Allied World Assurance Co (U.S.) Inc.	19489
INSURER E : Berkley Assurance Company	39462
INSURER F : Zurich American Insurance Company	16535

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

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Tort X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		XSLG49371925	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 5,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		ISAH11381935	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B C	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ See below			P00100142892102 XEUG49372462001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE AGGREGATE 10,000,000 each occ	$ 3,000,000 $ 3,000,000 $ 10,000,000 agg
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC72802688 SCFC7280269A	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA Stop Gap $ 1,000,000 $ 1,000,000 $ 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...

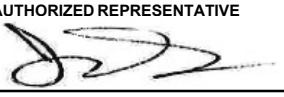
CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201-3304

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: PYEBARKE

LOC #:

ADDITIONAL REMARKS SCHEDULE

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

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.

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ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
	ISAH11381935	1/1/2026 **to** 1/1/2027	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 INSUREDS

Named Insured			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H11381935	1/1/2026 to 1/1/2027	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		Additional Insured Endorsement
	Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	

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

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

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

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H11381935	1/1/2026 to 1/1/2027	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

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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

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured			Endorsement Number
Pye-Barker Fire & Safety, LLC			
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			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G49371925	01/01/2026 to 01/01/2027	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			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G49371925	01/01/2026 to 01/01/2027	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			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G49371925	01/01/2026 to 01/01/2027	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			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G49371925	1/1/2026 to 1/1/2027	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			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G49371925	1/1/2026 to 1/1/2027	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

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
Pye-Barker Fire & Safety, LLC			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G49371925	1/1/2026 to 1/1/2027	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: PIES **Date:** 03/09/2026

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/3/2026
Clerk's File #	OPR 2026-0494
Cross Ref #	
Project #	2026043,044

Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
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?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - 2026 LOCAL STREET GRIND & OVERLAY & LOCAL STREET		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2026 Local Street Grind & Overlay and 2026 Local Street Chipseal - $__. An administrative reserve of 10% of the contract will be set aside. (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 _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 2,500,000 est.
Current Year Cost	**$** 0
Subsequent Year(s) Cost	**$** 0

Narrative

N/A

Amount		**Budget Account**
Expense	**$** 2,500,000	**#** 1
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	N/A

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

n/a

Approvals		**Additional Approvals**	
Dept Head		**ACCOUNTING -**	
Division Director			
Accounting Manager			
Legal			
For the Mayor			

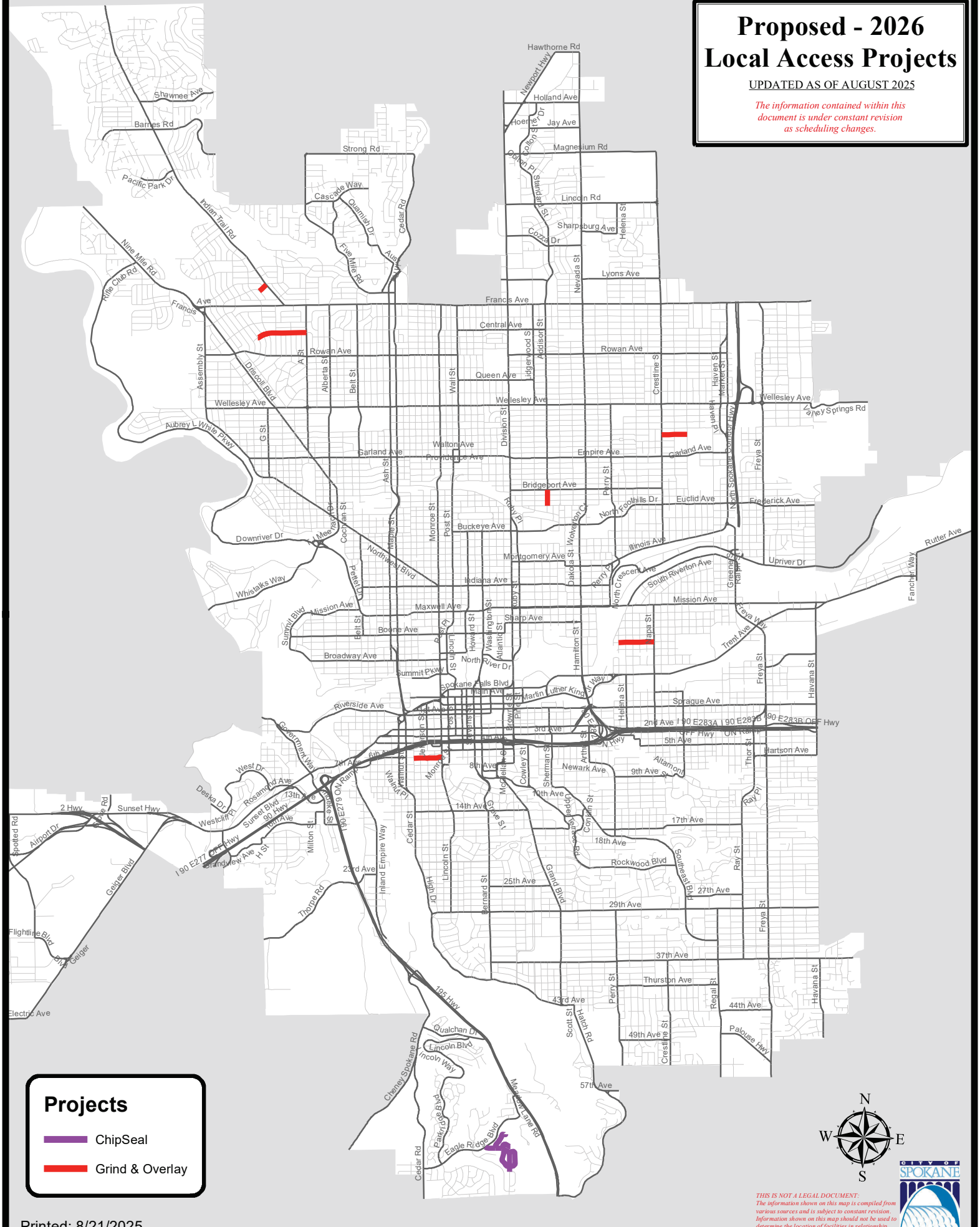
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pyoung@spokanecity.org	

Proposed - 2026 Local Access Projects

UPDATED AS OF AUGUST 2025

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


Hawthorne Rd
Holland Ave
Jay Ave
Magnesium Rd
Lincoln Rd
Sharpsburg Ave
Cozza Dr
Lyons Ave
Francis Ave
Central Ave
Rowan Ave
Queen Ave
Wellesley Ave
Walton Ave
Garland Ave
Empire Ave
Bridgeport Ave
Euclid Ave
Frederick Ave
Buckeye Ave
Montgomery Ave
Illinois Ave
Indiana Ave
Maxwell Ave
Sharp Ave
Boone Ave
Broadway Ave
Mission Ave
Upriver Dr
Trent Ave
Sprague Ave
Riverside Ave
Main Ave
Spokane Falls Blvd
Summit Pkwy
North River Dr
Newark Ave
9th Ave
10th Ave
14th Ave
17th Ave
18th Ave
Rockwood Blvd
25th Ave
27th Ave
29th Ave
37th Ave
Thurston Ave
43rd Ave
44th Ave
49th Ave
57th Ave
Palouse Hwy
Sunset Hwy
2 Hwy
Airport Dr
Geiger Blvd
Flightline Blvd
Electric Ave
Thorpe Rd
Inland Empire Way
Cedar Rd
Chaney Spokane Rd
Qualchan Dr
Lincoln Blvd
Lincoln Way
Eagle Ridge Blvd
Meadowlane Rd
Scott St
Hatch Rd
Havana St
Freya St
Ray St
Thor St
Hartson Ave
Altamont
Regal St
Crestline St
Perry St
Division St
Monroe St
Post St
Howard St
Washington St
Hamilton St
Dakota St
Cedar St
Lincoln St
Bernard St
Grand Blvd
Sherman St
Cowley St
Arthur St
Helena St
Ash St
Belt St
Alberta St
Assembly St
Wall St
Addison St
Ridgewood St
Crestline St
Haven St
Market St
Freya Way
Rutter Ave
Fancher Way
Greene St
Rail St
Napa St
Pittsburg St
Stevens St
Browne St
Madison St
Jefferson St
Adams St
Lincoln St
Cochran St
Pettet Dr
Northwest Blvd
Summit Blvd
Whistalks Way
Downriver Dr
Aubrey L White Pkwy
Rifle Club Rd
Nine Mile Rd
Five Mile Rd
Cascade Way
Quamish Dr
Strong Rd
Pacific Park Dr
Indian Trail Rd
Shawnee Ave
Barnes Rd
Deska Dr
West Dr
Rosamond Ave
Sunset Blvd
Westcliff Pl
Milton St
Garden Springs Rd
Valley Springs Rd
Palouse Hwy
Havana St
Fancher Way
Rutter Ave
Freya Way
Trent Ave
Upriver Dr
Mission

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	$

Narrative

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	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	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 #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ALEX SCOTT 6779
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	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/15/2026

Date Rec'd	5/13/2026		
Clerk's File #	OPR 2026-0521		
Cross Ref #			
Project #			
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

Narrative

Funded through percentage of Lodging Tax

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?

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		**Additional Approvals**	
Dept Head		**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	AccountsPayable@spokanecity.org

2026-02 TACI Grant Awards

#	Organization	Event Name	Award
1	Terrain	BrrrZAAR	$ 10,000.00
2	Local Inland Northwest Cooperative Foods	Grainmaker Fest	$ 10,000.00
3	Feast World Kitchen	Feast Fest 2026	$ 10,000.00
4	South Perry Together	South Perry Street Fair	$ 10,000.00
5	Spokane Pride	Garland Pride	$ 10,000.00
6	Boomjam Music & Arts Festival	Boomjam Music & Arts Festival	$ 10,000.00
7	CorpoRat LLC	Punk Rock Flea Market Spokane	$ 10,000.00
			$ 70,000.00

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		**Date Rec'd**	5/6/2026
		Clerk's File #	RES 2026-0040
		Cross Ref #	
Council Meeting Date: 06/15/2026		**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	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	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.	
Bridge Rehabilitation 2029	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
Bridge Rehabilitation 2026/27	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
Capital Improvements 2027/28	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
Pedestrian & Bike	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
Pedestrian & Bikeways 2027	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
Steet Capital Maintenance 2028/29	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
Steet Capital Maintenance 2028/29	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
Steet Capital Maintenance 2028/29	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
Steet Capital Maintenance 2028/29	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
Steet Capital Maintenance 2027	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
Impact Fee 2028/29	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 acquistion may be required on NE corner.	Address intersection capacity deficiency.	n/a	Yes	Yes	$1.1M