

**SPECIAL MEETING NOTICE/AGENDA OF THE
PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE**


**MEETING OF MONDAY, APRIL 08, 2024
10:00 A.M. – CITY COUNCIL CHAMBERS**


A special meeting of the Public Safety & Community Health Committee will be held at **10:00 A.M. on Monday, April 8, 2024**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. No public testimony will be taken.

See Agenda Attached

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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.


Betsy Wilkerson
Council President


Laurie Farnsworth
Acting Spokane City Clerk

THE CITY OF SPOKANE CITY COUNCIL PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE



AGENDA FOR 1:15 P.M. MONDAY, APRIL 8, 2024

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 AM April 8, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2495 781 4519; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA

I. Call to Order

II. Monthly Report/Update

1. SPD MONTHLY UPDATE - CHIEF LUNDGREN (10 minutes)
2. SFD MONTHLY UPDATE - CHIEF O'BERG (10 minutes)
3. 0680 - SIT AND LIE MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
4. 0680- STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
5. 0680 - PHOTO RED MONTHLY UPDATE - MIKE MCNAB (0 minutes)

III. Discussion Items

1. 5600 - SBO GRANT RESEARCH AND WRITING - MICHELLE MURRAY (5 minutes)
2. 0520 SBO EXPANSION OF CARES & HIGH UTILIZER/COMPLEX CARE INITIATIVE - MAGGIE YATES (15 minutes)
3. 0410 - RESOLUTION PROPOSING A REGULAR PROPERTY TAX LEVY LID LIFT IN 2025 - MATT BOSTON (10 minutes)
4. 1360 - SBO - MUNI COURT GRANT BUDGET TRANSFER - MICHELLE MURRAY (5 minutes)
5. 0410 - SBO-COUNTY ELECTION SERVICES FOR BALLOT ITEMS - MATT BOSTON (5 minutes)
6. 2021 WILDLAND URBAN INTERFACE CODE ADOPTION (IWUIC) - LANCE DAHL (10 minutes)
7. STANDING COUNCIL BOARD AND COMMISSION UPDATES - (5 minutes)

IV. Consent Items

1. 0560-MUNICIPAL COURT RECEIVED AWARD FROM TRAFFIC SAFETY COMMISSION (MUNICIPAL COURT)
2. 0560-MUNICIPAL COURT CONTRACT RENEWAL WITH PHOENIX COUNSELING SERVICES (MUNICIPAL COURT)
3. 0680-POLICE UNIFORM FITTING, REPAIR AND INVENTORY SERVICES (POLICE)
4. 1970 - INFOR CAD SOFTWARE RENEWAL WITH ADDITIONAL LICENSES (FIRE)

5. 0680 - SPD TARGET TURNING SYSTEM (POLICE)
6. PRE-APPROVAL FOR FIRE HOSE PURCHASE (FIRE)
7. 1970 2024 FOREST LAND AGREEMENT WITH DEPARTMENT OF NATURAL RESOURCES (FIRE)
8. 1970 CONTRACT RENEWAL WITH CONTROL SOLUTIONS NORTHWEST FOR HVAC SERVICES (FIRE)

V. Executive Session

Executive Session may be held or reconvened during any Public Safety & Community Health Committee meeting.

VI. Adjournment

VII. Next Meeting

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **1:15 PM. May 6, 2024.**

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JULIE O'BERG
FIRE CHIEF Interim

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MONTHLY FIRE DEPARTMENT BRIEF

Staffing

- Deputy Chief – Operations (Interim) Darin Neiwert
- Deputy Chief - Training
 - Current recruitment ad live on national wires
 - Anticipate Mid-April interviews.
- Supervisory Info Systems Analyst – Filled – April 15 start date.
- Staff Battalion Chief – awaiting final job spec
- 2024 Academy – on hold
 - Relief pool = 25
 - Recommended relief pool = ~44

OT

- PP ending 3/30
 - 24% lower than 2023
 - 1% **under** 2024 budget for period
 - Overall trend is decreasing.

Strategic Initiatives

- CARES/BRU
 - MAT/SPIRIT (Medication Assisted Treatment/Spokane Paramedic Intervention Referral Into Treatment)
 - To date no patients have met qualifications
- Nurse Navigation
 - Pending
- Station 5 (Latah)
 - Awarded \$300,000 towards design/planning

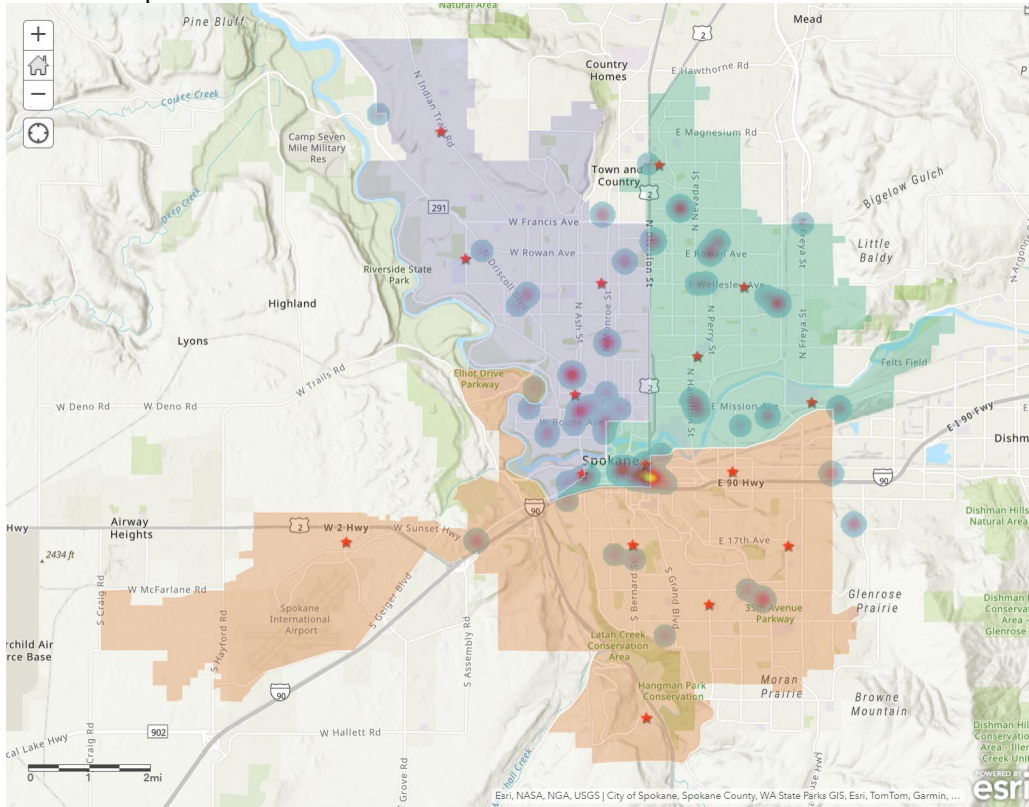
Overdoses

- March
 - Male – 69%
 - Female – 31%
 - Transported – 68%
 - Average Age – 40.8
- Narcan delivered March – 80 patients



JULIE O'BERG
FIRE CHIEF Interim

- **OD Heat Map – March**



SFD Kudos

- Chief David Stockdill & Station 6 crews (West Plains)
 - Assisted EPA with accommodations during their operations for PFAS water sampling in the West Plains neighborhoods. EPA grateful for the gracious hospitality.

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief - Interim

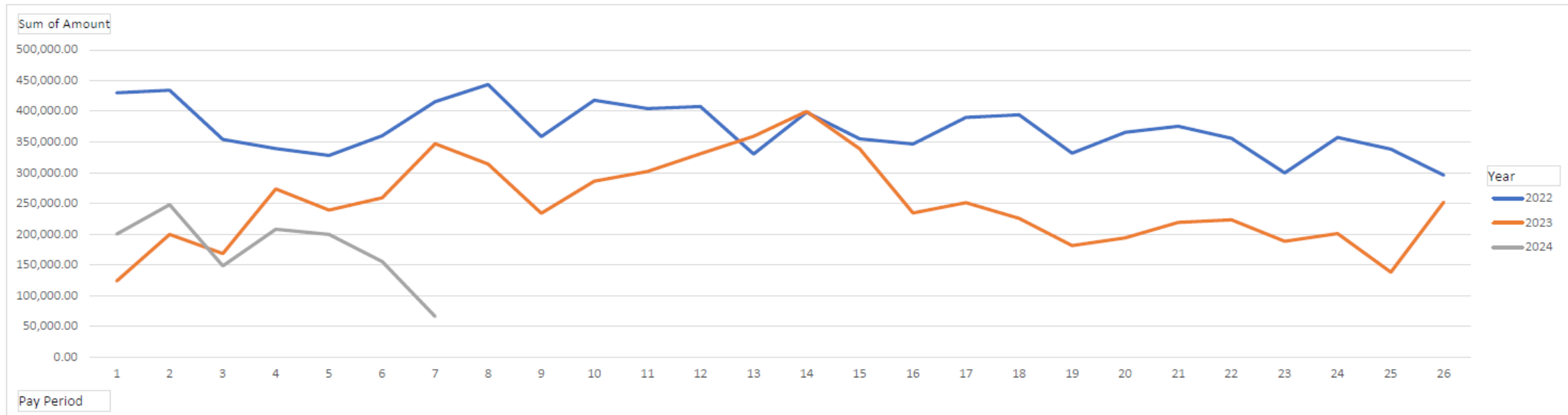




Overtime \$ Status

Uniform Overtime

2024 is 24% lower than the same time last year



Staffing Report



Deputy Chief Operations – Interim Darin Neiwert

Deputy Chief Training – Recruitment live – Anticipate Mid April Interviews

IT Senior Analyst – Filled – April 15 start date

Staff Battalion Chief – awaiting final job spec

2024 Recruit Academy – on hold

Current Relief Pool = 25

SFD OVERDOSE DATA / Last Month



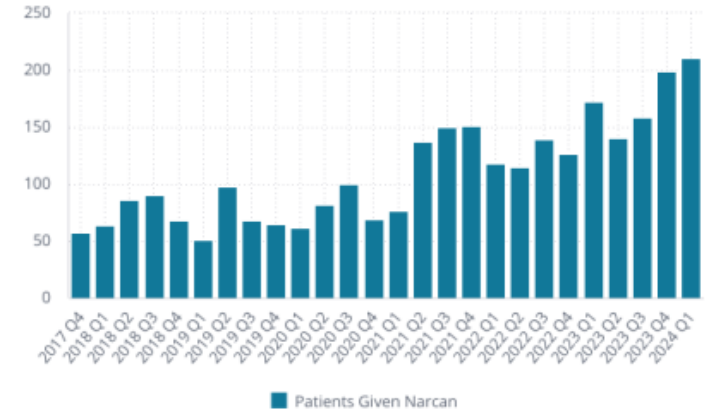
Patients with Naloxone Administrations Last Month

Patients Treated with Naloxone Last Month
80

Naloxone Administrations by Time of Day



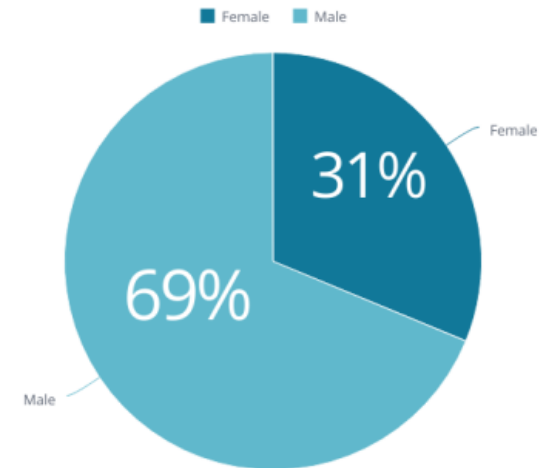
Patients Given Narcan (last 6 years)



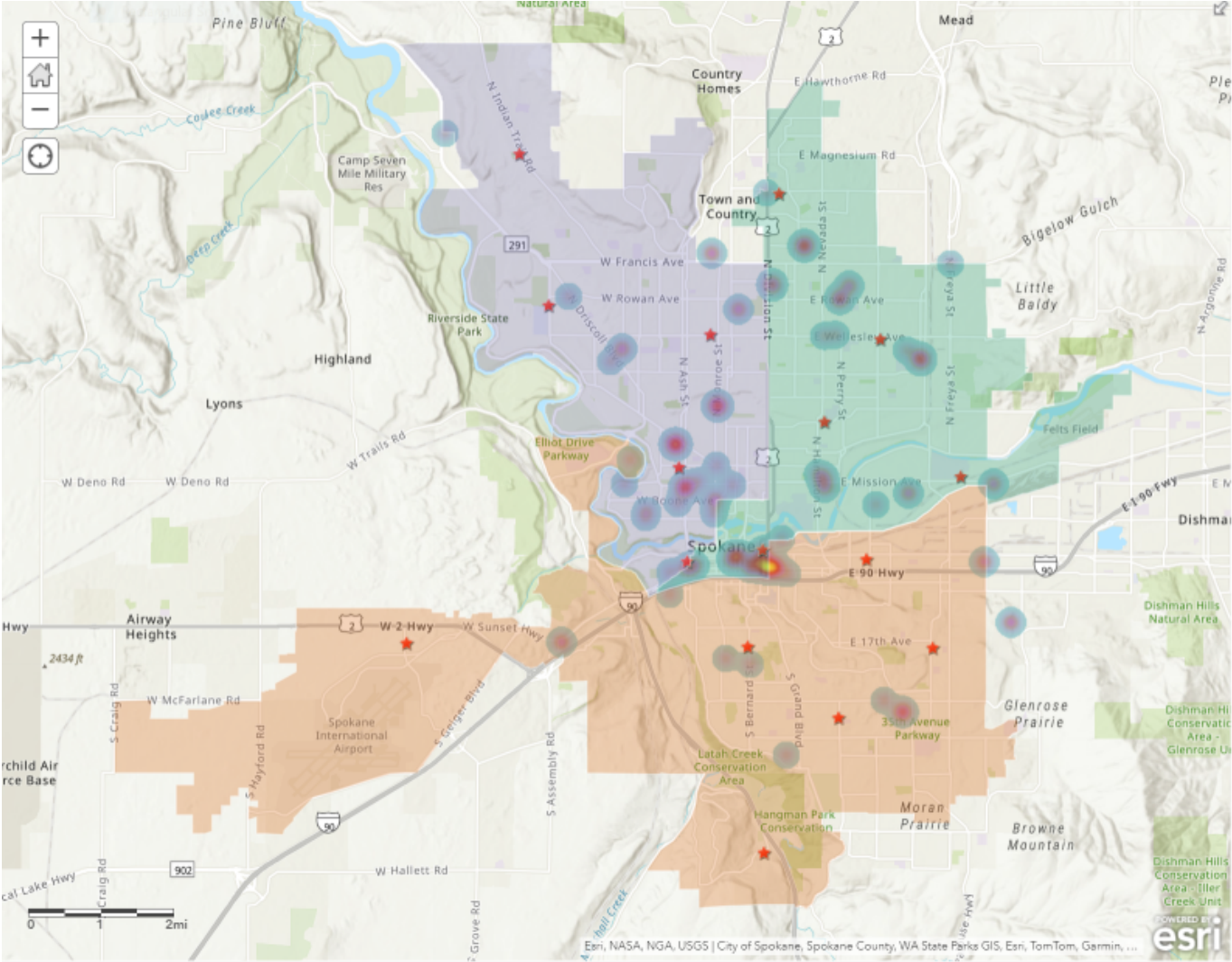
Average Patient Age

Average Patient Age In Years
40.81

Average Patient Gender



SFD OVERDOSE DATA / Last Month



Strategic Initiatives



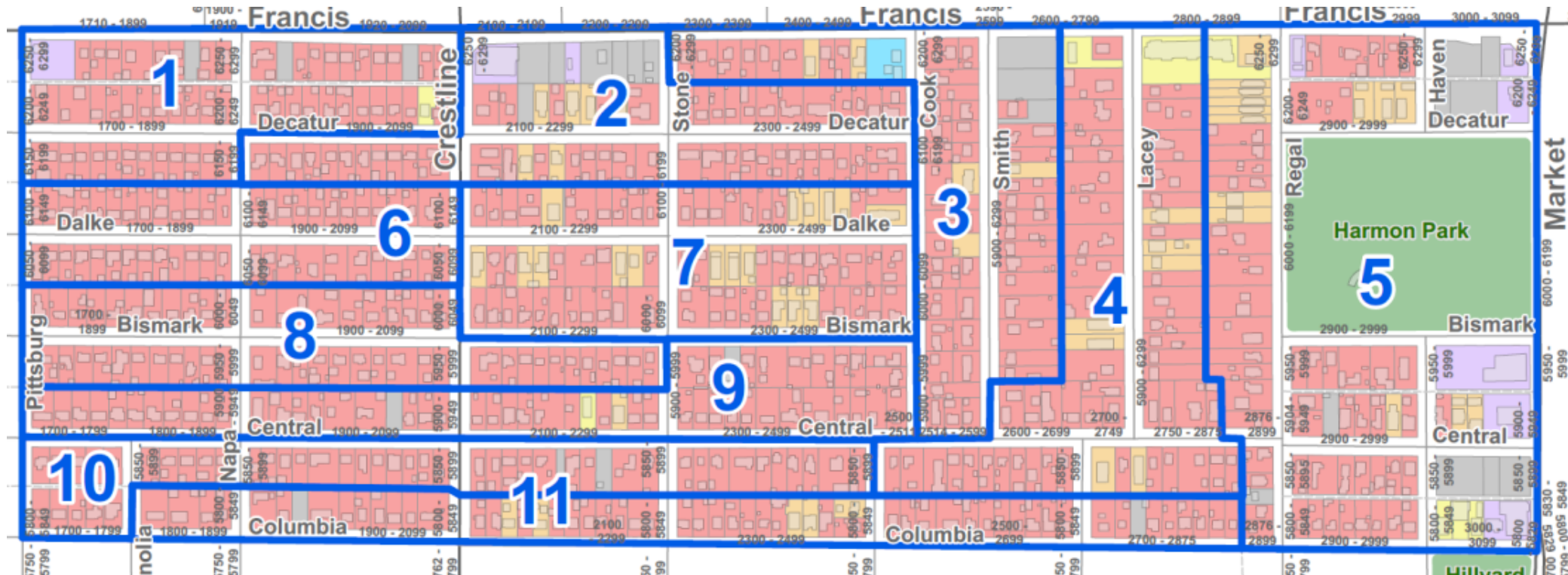
- 1. CARES/BRU Expansion*
- 2. Medication Assisted Treatment Progress*
- 3. Station 5 – Latah Valley - \$300,000 awarded towards design & planning*
- 4. Nurse Navigation Program*





Smoke Alarm Install Blitz

- Saturday April 6th
- 600 Smoke Alarms/CO Alarms
- 15th annual install blitz
- Partners make it possible (Fairchild, ARC, Lowes, NE Youth Center, Rotary)



Public Safety and Community Health Committee

Julie O'Berg, Fire Chief - Interim



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

3/27/2024

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

POLICE

Project #**Contact Name/Phone**

DAVE SINGLEY 4171

Bid #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - SIT AND LIE MONTHLY UPDATE

Agenda Wording

SPD Sit and Lie Monthly Update

Summary (Background)

SPD Sit and Lie Monthly Update - citations issued from 01/24/2024 through 03/25/2024

Lease? NO

Grant related? NO

Public Works?

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 \$ #

\$ #

\$ #

TicketNumber	TicketDatetime	TicketAddress
[REDACTED]	1/31/2024 8:30	Adams/Railroad
[REDACTED]	1/31/2024 8:33	Adams/Railroad

NameDOB



|

|

Statute StatuteCrim TicketCitationPoliceBlock

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

3/27/2024

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

POLICE

Project #**Contact Name/Phone**

JACQUI 4109

Bid #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Requisition #**Agenda Item Type****Council Sponsor(s)**

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680- STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Strategic Initiatives Monthly Update

Summary (Background)

Strategic Initiatives Monthly Update for April 2024.

Lease? NO Grant related? NO Public Works?

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 \$ #

\$ #

\$ #



SPOKANE POLICE DEPARTMENT
INTERIM CHIEF OF POLICE
JUSTIN C. LUNDGREN

Strategic Initiatives
April 2024 Report



Public Safety and Community Health Committee Briefing
April 2024



Excerpts of Commendations
(Personal Identifying Information has been removed)

I just wanted to formally say I had the greatest time on my ride along with **Officer John Oliveri** last night. I don't have his contact information but please send my sincere regards, he was a treat to ride along with. You have a great team, and it was an honor to get to observe all of you in action.

On Tuesday, an officer showed up responding to complaints of a broken-down car on the street. It was my girlfriend's BMW that had the tires and catalytic converter stolen a couple of weeks ago. Anyways, the officer said that he had to get it moved but wanted to give us the chance to move it before he had it towed. He gave me a few suggestions for what to do and even Googled the phone numbers and wrote them down for me. We got our vehicle moved a couple days later, thanks to his recommendations and even made a couple hundred dollars vs. having to pay someone to haul it off. He was extremely professional and polite from the start, and I just really wanted to stress that these are the kind of officers that give SPD and police in general a great name. His last name was officer Pickens, something like that, I'm sorry I don't remember his exact name, **[Parking Enforcement Officer Chris Patchin]** but the experience left a great impression on me, and I just wanted you to know that I hope this officer gets recognized for his exemplary service and conduct.

I really liked the "Chat with the Chief" video! The Chief comes off as completely selfless. Not trying to toot his own horn but takes the time to recognize Meidl. Then, the Chief does everything he can to put the rest of us at ease. He pledges to keep the train on the track and in the interim, and wisely acknowledges we need to keep a close eye on morale. I love the fact the Chief clued us in he is second generation SPD and invested in the department's success like it was his family-owned business. After living in the shadow of Meidl, by design, **Chief [Justin] Lundgren** has distinguished himself as a leader with his own strengths and commitment to this community!

I just wanted to write and commend the officers who responded to a hit and run incident on 5th and Denver last night. A woman had slammed her car into a parked vehicle, and then took off on foot. The SPD responded quickly. While they were there and preparing to tow the car, the woman showed up. She was trying to stop them from towing the car by getting in her car. She was also yelling obscenities at the officers non-stop, calling them names and she was shoving her phone in their faces recording them. The entire time, the officers and others who responded (towing, etc..) remained calm and respectful despite the intense verbal abuse. As a teacher, I know what it is like to experience that - but I'm sure the police see it much more - and to a more serious extent - than I ever have, and the officers' ability to diffuse the situation all while remaining calm and respectful is admirable. The 911 operator was also very helpful and professional, gathering information and getting people to the scene. I know you all aren't thanked nearly enough for the work you do, and I wanted to reach out to say thank you. **[Officer Daniel Morley, Detective Bryer, Sgt Matt Rose, Officers Trystan Herzog, Kolton McKitrick, Dylan Pavlischak, Scott Lesser, Reserve Officers Jory Hustad and Ed Richardson, Dispatcher Shannon Young.]**



Internal Affairs Unit Update

January 1 through February 29, 2024, Commendations and Complaints

Commendations Received: **Total: 31**

Complaints Received: **Total: 14 (9 from community)**

Closed Out as Inquiries: 0 (As of February 29, 2024)

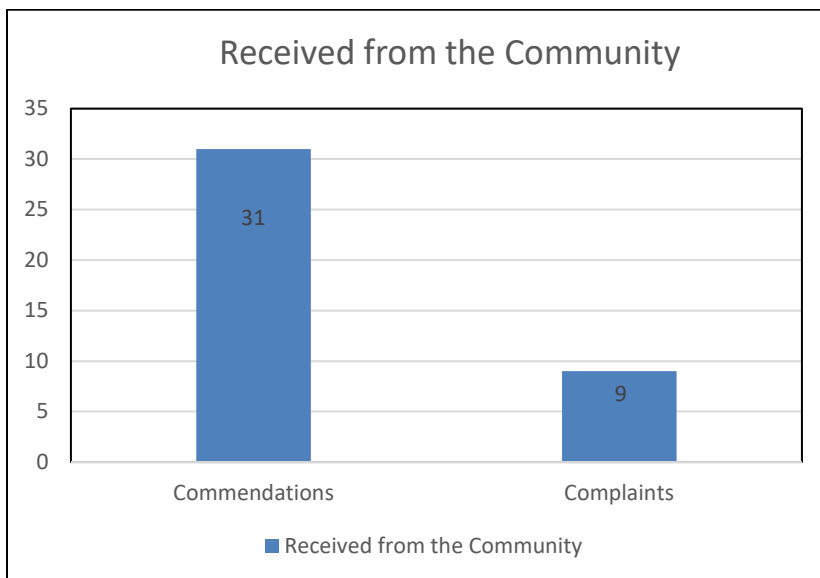
An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.

Source of Complaints—January 1 through February 29, 2024

Received by the Office of Police Ombudsman	Total: 5
Received by the Spokane Police Department	Total: 9
Internally Generated by the SPD	Total: 5
Generated by the Community	Total: 9

SPD maintains a process that allows us to assess the actions of our employees with the ultimate objective of improving service and holding our employees accountable. Complaints sometimes reveal the need to modify a policy or procedure or reveal a need for training. In 2023, complaints to SPD decreased 12% compared to 2022. Additionally, SPD continues to receive 3 times the commendations as complaints. In 2023, SPD saw a 12% increase in commendations compared to 2022.

The chart below shows commendations versus complaints from the community through February 2024.



Deadly Force (Officer-Involved Shootings) Update

2024

From January 1 – February 29, 2024, there were three deadly force incidents.

- **Incident 2024-20019659 (Pending Criminal Investigation):** Incident 2024-20019659 took place on January 31, 2024, in the area of Stevens and Cliff. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20027093 (Pending Criminal Investigation):** Incident 2024-20027093 took place on February 12, 2024, in the 1100 block of East Wellesley. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20027307 (Pending Criminal Investigation):** Incident 2024-20027307 took place on February 12, 2024, in the area of Howard and Riverside. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2023

From January 1 – December 31, 2023, there were two deadly force incidents.

- **Incident 2023-20088146 (Pending Criminal Investigation):** Incident 2023-20088146 took place on May 10, 2023, in the area of 5th and Browne. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2023-20238146 (Pending Criminal Investigation):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2022

From January 1- December 31, 2022, there were five deadly force incidents.

- **Incident 2022-20012711 (Closed)**
- **Incident 2022-20134271 (Pending Prosecutor Review):** 2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. The Spokane Independent Investigative Response (SIIR) completed the criminal investigation. The case is with the Prosecutor's Office.
- **Incident 2022-20156670 (Pending Administrative Investigation):** 2022-20156670 took place on September 4, 2022, in the area of 2900 E. Wabash Avenue. The Spokane Independent Investigative Response (SIIR) completed the criminal investigation. The Prosecutor's office ruled the use of deadly force justified.
- **Incident 2022-20184192 (Pending Criminal Investigation):** 2022-20184192 took place on October 16, 2022, in the area of 100 S Cedar. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2022-20214924 (Pending Administrative Investigation):** 2022-20214924 took place on December 4, 2022, in the area of Morton and Illinois. The Spokane Independent Investigative Response (SIIR) completed the criminal investigation. The case is with the Prosecutor's Office. SPD is conducting an administrative investigation.





Crime Prevention

SPD offers anti-theft device in a continuing effort to curb vehicle theft issues plaguing KIA and Hyundai owners

In September of 2023, Spokane Police Department and Spokane County Sheriff’s Office formed a task force to combat the rampant theft and vandalism of KIA and Hyundai vehicles. The effort between SPD and SCSO resulted in the arrests of several suspects involved in a theft ring including KIA/Hyundai vehicles and Ring cameras. In 2023, a total of 218 KIA and Hyundai vehicles were reported stolen in the City/County of Spokane.



In the last several weeks there has been an increase in thefts involving these vehicle makes, specifically KIA. SPD is actively investigating the thefts and is still recommending that owners contact their respective dealers to see if any modifications to lower the risk of theft can be made.

To offer additional assistance, SPD is offering free vehicle clubs, thanks to a grant from the Washington Auto Theft Prevention Authority to all KIA and Hyundai owners. The club is an effective theft deterrent that simply attaches to the steering wheel. If you are interested, please contact SPD’s Crime Victim Advocates Office at 509-625-4124.

The Spokane Police Department wants to make Spokane residents aware of a possible new scam being used in the area to steal your money and possibly your identity.

In recent days, residents have been receiving phone calls from people identifying themselves as U.S. Customs Agents. The caller then advises the resident has a warrant and gives step by step instructions for how to pay a fine to avoid arrest. Almost immediately after the initial phone, call a second call is made to the resident by someone identifying themselves as a Spokane Police officer who advises them the first call was real and they need to pay the fine.

This is NOT a valid phone call, and the callers are NOT U. S. Customs agents or Spokane Police Officers. The Spokane Police Department will not solicit money in any way from citizens over the phone.

Some helpful tips to remember to avoid being taken advantage of:

- Be skeptical of phone calls from unidentified or unknown phone numbers.

Public Safety Building • 1100 W. Mallon Avenue • Spokane, Washington 99260-0001



- Local, state and federal law enforcement officials will not call you and request or demand payments for fines, warrants, pending charges etc.
- Local, state and federal law enforcement officials will not call and solicit funds for charitable donations for causes they are associated with.
- If you are ever concerned about a phone call you receive from someone claiming to be a law enforcement officer, call the agency they claim to represent and report the incident.



Sector Updates

Adam Sector (Northwest)

On February 21, the Adam Sector held a Coffee with a Cop event at Pitotti Coffee Roasters on 733 W. Garland. Below, SPD volunteers, SPD staff, SPD Chaplains, and Spokane C.O.P.S. volunteers talk with community members.



Baker Sector (Northeast)

SPD's investigation into a shooting on 2-16-24 continues. Multiple arrests made; one person deceased.

On 2-16-24, SPD responded to a shooting incident that took place in Northeast Spokane. Officers located the suspect vehicle, but the suspects refused to stop. The vehicle was finally brought to stop using a PIT maneuver on Springfield and Hamilton. Items had been thrown from the vehicle before officers were able to bring the pursuit to a halt with one of the recovered items being a firearm.

While safely removing the suspects from the vehicle, it was discovered that a female occupant had suffered a gunshot wound to her head. Officers rendered aid until medics arrived and the female was transported to a local hospital where she was later declared deceased. SPD Major Crimes is continuing the investigation into her death. The name of the female deceased will be released at a later date by the Spokane County Medical Examiner's Office. The investigation into this incident is ongoing.

The remaining suspects were transported from the scene and interviewed by Major Crimes Detectives. The following suspects were arrested and booked into the Spokane County Jail:

- Christopher J. Gimmaka (18): 1st Degree Attempted Robbery, Conspiracy to Commit 1st Degree Robbery and three counts of 1st Degree Assault.
- Kayden W. Willoughby (18): 1st Degree Attempted Robbery, Conspiracy to Commit 1st Degree Robbery and three counts of 1st Degree Assault.
- Devin B. McEwen (18): 1st Degree Attempted Robbery, Conspiracy to Commit 1st Degree Robbery and three counts of 1st Degree Assault and Attempt to Elude a police vehicle.
- A fourth suspect (16) was booked into the Spokane County Juvenile Detention Center for 1st Degree Attempted Robbery, Conspiracy to Commit 1st Degree Robbery and three counts of 1st Degree Assault.

Homicide suspect arrested: The Spokane Police Department arrested a homicide suspect wanted for second degree murder. The arrest is related to a shooting call that occurred the week prior.

On 2-8-24, 4:00 PM members of SPD and the U.S. Marshalls located Gunnar M Doughty (32) at a home in the 2200 block of N. Morton. Doughty was wanted for second degree murder related to the homicide that took place on Feb 2 at about 2:00 AM where victim 30-year-old Dylan McCorkle was found in the yard of a home in the 2400 block of North Hamilton Street. Once law enforcement confirmed Doughty was in the home, police focused on getting other adults and children out of the home safely. After successfully extricating the other occupants, SPD directed Doughty to surrender, he refused. Members of the SPD SWAT Team, Hostage Negotiation Team, Aerial Support Unit, Explosive Disposal Unit, and investigators were called in to assist in the apprehension.

After hours of attempts to get Doughty to surrender, SPD used drones and robots to partially search the home. SPD was able to confirm Doughty had barricaded himself in a crawl space and chemical munitions were put into the home to encourage his surrender. This tactic worked quickly, and Doughty was taken into custody after surrendering. Doughty was booked into the Spokane County Jail on second degree murder and unlawful possession of a firearm. This is an ongoing investigation with Major Crimes detectives.

Charlie Sector (South)

Notable Arrests in the Charlie Sector:

Police Resolve Potential Hostage Situation: Spokane Police take a man into custody without incident, after he threatened suicide with a gun and inferred he would harm his four-year-old child.

At about 10:30 PM on 2-19-24, evening patrol responded to the report of a suicidal male in the 00 block of North Grant Street. Information from the complainant indicated that the subject was threatening suicide and was in the apt with his, and the complainant's 4-year-old child. Responding officers observed



text messages from the subject to his ex-wife and those messages made statements that she would never see the child again.

Officers quickly made a rescue plan to save the child and attempted unsuccessfully for hours to establish dialogue with the man who was watching police out the window but refused all attempts at communication. The SPD SWAT team was activated and assisted by the SPD Hostage Negotiation Team (HNT), the Explosive Disposal Unit (EDU), and members of the Spokane County Sheriff's Office SWAT team. HNT made numerous attempts to contact the male who continued to ignore police.

Law enforcement continued failed attempts to communicate and simultaneously prepared to affect a rescue of the child if necessary. After hours of unanswered attempts to speak with the subject, the male decided to comply, he opened the front door and surrendered without incident. The child was found asleep in bed, unharmed. The child was examined by medics and then reunited with his mother. The male was hospitalized for evaluation and treatment. A criminal investigation is pending. A firearm was recovered in the apartment.

SPD arrests teenager, after he assaulted a female juvenile, displayed a stolen gun to witnesses, got on an occupied bus with the gun, and fought with police.

On 2/9/24 just after 9:30am, SPD patrol officers responded to the area of 100 S. Arthur on a Person with a Weapon call. Witnesses relayed that a male had just assaulted a female by pulling her hair and shoving her around. When the witnesses confronted him, he showed them a gun, which stopped them from interfering further.

Officers arrived and were directed by witness to about a block away where the suspect (later confirmed as a 16-year-old student who attends a school in the area and is a convicted felon) was headed toward a bus stop with a female. An officer contacted both the male and female who were only somewhat cooperative. A bus arrived and the officer verbally directed the two juveniles to stop. However, they ignored his direction and got onto the bus. The officer ordered the driver not to leave, and other officers responded while the initial officer kept the male and female who were on the bus, engaged in dialogue.

Several officers then got on the bus and contacted the male and female who had moved to the rear of the vehicle. Both ignored all the officer's verbal attempts to gain compliance and the female physically interfered with the officers attempting to block them from the male. The male continually screamed at officers as they attempted to physically detain him – he is approximately 6'2" and nearly 200 pounds. A struggle ensued and an officer used a TASER, which briefly incapacitated the male long enough to get one handcuff on him. The male then resumed the physical struggle and was able to pull a handgun from somewhere near his waistband which he tossed under a seat on the bus. Officers were able to finish taking the male into custody after even more physical resistance.

The 16-year-old juvenile male was booked into the Spokane County Juvenile Detention Center on two counts of 1st Degree Assault, one count of Felon in Possession of a Firearm, one count of Possession of a Stolen Firearm, one count of 4th Degree Assault-DV, Obstructing a Law Enforcement Officer, and Resisting Arrest. This was a very volatile and dangerous situation for citizens on the bus (approximately 12), for the initial witnesses and other bystanders, as well as for the officers.



Spokane Police Officers arrest two men for felony assault charges after a standoff on the South Hill. This is the second time in six months police have arrested people out of this address for crimes of violence involving firearms.

On 2-18-24, SPD officers responded to 2800 block of E 30th on a report an argument where two males were displaying and pointing guns, one of which appeared to be a “sawed off shotgun.” The suspects fled prior to SPD arrival.

An SPD K9 team was used to track the armed suspects to the area of an apartment in the 3100 block of S. Mt Vernon. SPD was able to use video and a vehicle registration to further identify one of the suspects, Levante Potter (who was later arrested for second degree assault). Once the apartment was surrounded, officers began making attempts to communicate with the occupants who refused to comply.

After multiple failed attempts to establish communication, SWAT, Explosives Disposal Unit (EDU), Arial Support Unit (ASU), and the Hostage Negotiation Team (HNT) were notified and responded to the scene. A police robot was used to force entry into the apartment and a drone was inserted to assist in the search. The suspects and an uninvolved female were located hiding in a bedroom, once discovered they complied with police instructions and surrendered. Levante Potter (31) and Dempsey Arrow (18) were both arrested and charged with second degree assault.

As officers progressed through the incident, they recognized the apartment from an incident on the 17th of August of last year. On that call, multiple individuals barricaded themselves in the apartment after committing an armed robbery at a local Game Stop store. In that incident, a police robot was used to forcibly enter the apartment which compelled the suspects to surrender.

Before moving a new assignment, Sergeant Matt Rose held his final roll call at the Wake Up Call on 1722 E. Sprague. Sergeant Rose says the businesses on East Sprague have been great partners.



David Sector

SPD arrests male for 1st degree robbery, store clerk stabbed

On 3-1-24 at 12:50am, Spokane Police responded to the area of Maple and Maxwell on a report of a stabbing. Upon arriving, officers contacted a victim with multiple stab wounds. Employees at the location observed a male steal a bottle of water and walk out of the business. The clerks attempted to stop the suspect male and an altercation took place in a parking lot. At that time, the victim was stabbed twice. The victim fled back into the store with the suspect following him.

The suspect male left the location and was observed by a witness discarding some of his clothing before entering a nearby apartment building. Officers quickly responded to lock down the area and began searching for the male. Clothing items belonging to the suspect were located before the male was contacted and detained.

Martel L. Stewart-Toliver (33) was placed under arrest for 1st Degree Robbery and booked into the Spokane County Jail. The victim of the stabbing was transported to a local hospital and is in stable condition. Toliver was also booked for 1st Degree Assault in regards to a stabbing that took place on 2-11-24 in the 300 block of West 5th Avenue.

All Sectors

Spokane Police officers, investigators, and members of SPD specialty units respond to a high number of critical incidents over the weekend creating a challenge for PD resources.

Starting Friday - 2/23/24 - in the late afternoon, SPD SWAT and Explosives Disposal Unit (EDU) resources were called in to assist the Spokane Police Violent Crimes Task Force with the execution of a search warrant in the 600 block of East Euclid. The warrant was executed without incident. The investigation is ongoing.

Then late Friday night – 2/23/24 - around 11:00 PM officers responded to 100 block of S. Division, for a male shot in the 7-11 parking lot. Upon arrival officers located a male with what appeared to be multiple gunshot wounds who was transported to the hospital. Officers investigated and determined the identity of the possible suspect and eventually located him in the 4400 block of E. 5th. Detectives responded and wrote a search warrant for the residence, but the suspect would not surrender. SPD SWAT, Hostage Negotiators and Arial Support Unit (ASU) members were called in. After a short stand off the suspect Richard Smith (18) was taken into custody without incident and booked for 1st degree assault.

On Sunday – 2/25/24- around 11:00 AM SPD officers responded to a report a of a male in crisis in the 600 block of N. Cochran who had reportedly been up for three days and was now making threats to kill members of his family. The suspect retreated to his bedroom and was reported to be armed with a knife. Probable cause was established for 3 counts of DV felony harassment, a search warrant was obtained, and SWAT along with the EDU, Hostage Negotiators Team and the ASU responded. After hours of failed attempts to get compliance through verbal means the suspect, Travis Davis (32) was eventually taken into custody around 3:00 PM after SWAT used chemical munitions which motivated the suspect to exit his room. The suspect did physically resist arrest but suffered no apparent injuries. He was transported to the hospital for medical and mental evaluation.



Later on Sunday, at about 3:20 PM officers responded to the area of Taco Bell at 6400 N. Division on a person with weapon call. The complainant stated that the male cocked a handgun and pointed it at he and his girlfriend. Officers located the vehicle in the Taco Bell drive thru and attempted to contact the suspect. The vehicle immediately tried to flee, jumping the grass median. Officers had to use their vehicles to pin the suspect vehicle and prevent it from escaping. The occupants still would not comply and windows in the car had to be broken out, to allow officers to see in and eventually take the uncooperative suspects into custody. The car was seized pending a search warrant and the driver was placed under arrest for Attempt to Elude, DUI, and two counts of Reckless Endangerment. The front seat passenger was placed under arrest for 2 counts of 2nd Assault.

At about 6:00 PM on Sunday SPD located three individuals with multiple warrants in a residence in the 600 block of S. Cannon. Upon initial contact with police the suspects refused to exit even after being told they were under arrest and police would not be leaving until they came out. The warrants ranged from Washington Department of Corrections warrants and a US Marshall warrant to DV assault and a drug warrant out of Arizona. SPD SWAT was called out; the suspects did eventually surrender and were taken into custody without incident. Note: there were also two calls over the weekend requiring the call of out detectives from the Special Victims Unit.

Partnership with STEP School

SPD has a partnership with the Secondary Transition Employment Program (STEP). STEP is designed to foster vocational and community independence in young adults with significant cognitive and adaptive challenges ages 18-21 years old who need small, supportive groups in order to succeed. Both in class and in the community, students are taught skills necessary to access actual work sites as well as those skills that promote safe, positive recreational experiences. Several STEP students do their vocational training at the Public Safety Building. On March 4, 2024, STEP School came for a tour of the Public Safety Building campus.



Youth & Police Initiative at NEWTech Prep

For the second year, SPD is partnering with Tommy Williams, who leads the Criminal Justice program at NEWTech Prep. Many SPD officers completed the Criminal Justice program at Spokane Community College (SCC). As the SCC program is no longer running, the NEWTech Prep program is critically important in preparing local young people for careers in law enforcement.



In the NEWTech program, Cadets work with personnel in the criminal justice and public service agencies, including Spokane Police Department, Spokane County Sheriff's Office, prosecuting attorney's office, local and state courts, juvenile justice department, Washington Department of Corrections and federal law enforcement agencies. Students also engage with guest speakers from these agencies, and experience classroom instruction involving representatives from multiple criminal justice agencies. Skills and competencies taught will include an overview of the criminal justice system, law enforcement, community policing, criminal acts and impacts on society, the U.S. Constitution, criminal codes, work-readiness, investigations, responding to mock scenes and interpersonal communication and problem-solving skills.

SPD Community Outreach officers teach students about law enforcement, with in-depth discussion, videos, and scenarios. They also lead the Youth & Police Initiative (YPI) program with the NEWTech Prep students. The YPI program builds trust and rapport with students through dialogue, role-play and sharing perspectives. The program is designed to meet students where they are and help them prepare for their future.

YPI curriculum involves an honest discussion about peer pressure and positive decision-making. Students are asked to think about their choices at home, at school, with their peers, and in the community, and the long-term effects of those choices.

DEA Art Education with Youth at Boys and Girls Clubs

SPD is involved in a new art education program with the Drug Enforcement Administration (DEA) for elementary and middle school youth. The DEA supplies an art teacher and supplies so that youth in Boys and Girls Clubs can experience art education. During the art education, SPD officers interact with the youth, providing information about safety and drugs, especially the dangers of Fentanyl and other opioids. SPD partners at ESD101 are helping teach as well.



This program takes place over the next two months at various locations.

Internet Safety Education

Community Outreach officers partnered with Homeland Security on an internet safety class for parents at Salk Middle School. The class educated parents on how teens can be targeted and exploited online. It showed parents how you use safety features and settings and issues with various applications and sites.



Crime Prevention Education

Detective Tim Schwering created a presentation about what he's seeing as he's investigating fraud cases, with people being victimized by crypto currency scams. Recent scamming methods often start out as a "wrong number" text or call, where the scammer tries to connect, or victims are targeted through social media and LinkedIn and dating sites. Detective Schwering explains how the scammers try to gain trust and then victimize people, how scammers try to get them to mail prepaid cards or invest in cryptocurrency, as well as what to do you if you are a victim. SPD has reached out to several community groups and all the neighborhood councils to see if they are interested in hosting a presentation.

SPD worked with Thrive International to have presentations with interpreters, with information for Slavic, Arabic, and Afghani communities. Thrive translated the Power Point documents into Ukrainian, Russian, Pashto, Dari/Farsi, and Arabic. These presentations are available to share via email.

Detective Schwering is also working with Mujeres in Action to create a presentation in Spanish that focuses on a wide range of online scams targeting Spanish speakers.

Presentations so far have included:

- SPD Patrol roll call
- Regional Special Investigation Unit Teams
- Spokane C.O.P.S. Staff
- Lutheran Community Services Northwest
- City of Spokane Public Safety and Community Health Committee
- Spokane Aurora Northwest Rotary Club
- Spokane United We Stand (Asian communities)
- West Hills Neighborhood Council
- Lincoln Heights Neighborhood Council
- Nevada Heights Neighborhood Council
- Minnehaha Neighborhood Council
- Balboa/South Indian Trail Neighborhood Council
- East Central Neighborhood Council
- Later in Life and Vulnerable Adult Abuse Task Force
- Carl Maxey Center
- Spokane Regional Domestic Violence Coalition
- Spokane C.O.P.S. Volunteers
- Thrive International
- Mujeres in Action
- Harvard Park
- Cherrywood Place
- Lincoln Heights Terrace
- Hillyard Senior Center
- Park Tower Apartments
- Canterbury Court Senior Apartments

DEPARTAMENTO DE POLICÍA DE SPOKANE



INTEGRIDAD – PROFESIONALISMO – COMPASIÓN

- Coventry Court Senior Apartments
- Hifumi En Senior Apartments
- St. Andrews Court Senior Apartments
- Touchmark South Hill
- Cathedral Plaza Senior Apartments

If you are interested in having Detective Schwering present to your group, please contact him at tschwering@spokanepolice.org.

Drug Education for Educational Professionals and Medical Professionals



SPD’s Drug Recognition Expert (DRE) Mike Thomas teaches a Drug Impairment Training for Educational Professionals (D.I.T.E.P.) course. In the first quarter of 2024, he held classes for ESD101, a regional education unit, and Current Drug/Opioid Trends for Nine Mile School District. These classes are well-received by educational professionals.

Officer Thomas also taught a Current Drug Trends course for Medical Professionals at the WSU school of nursing for current Nurse Practitioners, Deaconess Medical Center Multi Care Nursing Staff, and Valley Medical Center Multi Care Nursing Staff. He also taught Current Drug Trends for New Horizon Treatment Facility.

SPD received has received numerous emails from professionals thanking SPD for the course. One email is displayed below.

I invited Officer Mike Thomas to present during our clinical staffing on designer benzodiazepines and his role as a DRE. We received more in-depth education than anticipated. Officer Mike’s presentation was educational and informative. The updated and detailed information presented resulted in a positive open learning experience and engagement with my staff. I received positive feedback from my treatment team that includes mental health, license social workers and substance use disorder therapists. I want to thank Officer Mike for his dedication in understanding our profession with a nonbiased approach and education. Even though I teach on a regular basis on the new drugs that plague our city, my data, graphs, and charts are no comparison to the presentation we received yesterday.

On March 5, Officer Thomas was the keynote speaker at “Common Illicit Substances and Opioids: A Community Awareness Night” at Lakeside Middle School. See flyer at right.



Highlighting SPD Employees and Volunteers

Officer Michele Kernkamp was awarded 2023 Officer of the Year. Law Enforcement Technology Manager Shawna Ernst was awarded the 2023 Non-Commissioned Employee of the Year.



Reserve Officer Ed "Big Ed" Richardson was awarded 2023 Volunteer of the Year. Below, he is pictured with Chief Lundgren and Volunteer Sue Walker.



"Serving our community with Integrity, Professionalism, and Compassion"

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

3/27/2024

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

POLICE

Project #**Contact Name/Phone**

MIKE MCNAB 4115

Bid #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red monthly update

Summary (Background)

Photo Red monthly update 02/01/2024 through 02/29/2024

Lease? NO

Grant related? NO

Public Works?

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	Jim Christensen 509-835-4565
Contact Email	jchristensen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed
Summary (Background)	<p><u>Background/History:</u> Report for Public Safety meeting April 8th, 2024.</p> <p>Statistic for Photo Red for the time frame of February 1st, 2024, thru February 29th, 2024.</p> <p>There were 1514 violations on the photo red system from February 1st, 2024 thru February 29th, 2024. During the same time frame in 2023 there were 889 violations, which is an increase of 625 violations. This increase was due to the construction being completed around Second and Freya and cameras were back and operational.</p> <p>Statistic for Photo Speed for the time frame of February 1st, 2024, thru February 29th, 2024.</p> <p>There were 1921 violations on the photo speed system from February 1st, 2024 thru February 29th, 2024. During the same time frame in 2023 there were 2358 violations, which is a decrease of 434 infractions.</p> <p><u>Executive Summary: Photo RED</u></p> <p style="text-align: center;">February 1st, 2024, thru February 29th, 2024</p> <ul style="list-style-type: none"> • WB Second Ave and Thor was the highest with 209 violations. • Division and Sprague was the second highest with 204 violations. • Freya and Third was the third highest with 179 violations. • Browne and Sprague was the fourth highest with 170 violations. <p><u>Executive Summary: Photo SPEED</u></p> <p style="text-align: center;">February 1st, 2024, thru February 29th, 2024</p> <ul style="list-style-type: none"> • SB N Nevada St @ Longfellow Elementary was the highest with 474 violations. • NB N 4099 S Regal St @ Ferris High and Adams Elementary was the second highest with 387 violations.

	<ul style="list-style-type: none"> • SB Monroe @ Willard Elementary was the third highest with 277 violations. • EB W Northwest Blvd @ Finch Elementary was the fourth highest with 238 violations.
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Proposed Council Action & Date:

Fiscal Impact:

Total Cost:
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

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?



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Date Rec'd 3/22/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept ACCOUNTING

Project #

Contact Name/Phone MICHELLE 625-6320

Bid #

Contact E-Mail MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type Special Budget Ordinance

Council Sponsor(s) PDILLON BWILKERSON MCATHCART

Agenda Item Name 5600 - SBO GRANT RESEARCH AND WRITING

Agenda Wording

Approval of an SBO to use salary savings for contractual services for grant research and writing.

Summary (Background)

The Accounting Department has one vacant Grants Analyst position that will not be filled in 2024. The Accounting Department is proposing to move the estimated Grants Analyst salary savings and associated employee benefits to contractual services so that the City can search for a firm to provide grant research and writing.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 85,000

Current Year Cost \$ 85,000

Subsequent Year(s) Cost \$ 0

Narrative

Moving estimated salary savings and associated employee benefits to contractual services solely for grant research and writing.

Amount

Budget Account

Expense \$ -58,000 # 5600-76360-14600-51001-99999

Expense \$ -27,000 # 5600-76360-14600-5XXXX-99999

Expense \$ 85,000 # 5600-76360-14600-54201-99999

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	3/22/24
Submitting Department	Accounting and Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokane.org
Council Sponsor(s)	CM Dillon, CM Wilkerson, CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SBO Grant Research & Writing
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The Accounting Department has one vacant Grants Analyst position that will not be filled in 2024. The Accounting Department is proposing to move the estimated Grants Analyst salary savings and associated employee benefits to contractual services so that the City can search for a firm to provide grant research and writing.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$ 85,000</u></p> <p style="padding-left: 20px;">Current year cost: \$85,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$ 0</p> <p>Narrative: Moving estimated salary savings and associated employee benefits to contractual services solely for grant research and writing.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: None</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A This does not impact historically excluded committees.	
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 Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The City will have deliverables on how to search for available grants and how to write applications.	
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 aligns with the City's initiatives to seek more grant funding to meet operational goals.	

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Accounting and Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Accounting and Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$85,000.
 - A) Of the decreased appropriation, \$58,000 is removed solely from base wages.
 - B) Of the decreased appropriation, \$27,000 is removed solely from associated various employee benefits.
- 2) Increase appropriation by \$85,000.
 - A) Of the increased appropriation, \$85,000 is provided solely for contractual services.
 - B) There is no increase in the appropriation level of the Accounting and Grants fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority to fund contractual services for grant research and writing, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Date Rec'd 3/29/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept MAYOR

Project #

Contact Name/Phone MAGGIE YATES 625-6753

Bid #

Contact E-Mail MYATES@SPOKANECITY.ORG

Requisition #

Agenda Item Type Special Budget Ordinance

Council Sponsor(s) PDILLON MCATHCART LNAVARRETE

Agenda Item Name 0520 SBO EXPANSION OF CARES & HIGH UTILIZER/COMPLEX CARE INITIATIVE

Agenda Wording

The Brown Administration proposes allocating from the opioid settlement \$500,000 to the expansion of the Spokane Fire Department's CARES program and an additional \$500,000 to the creation of a high utilizer/complex care initiative.

Summary (Background)

The City of Spokane is a party to two opioid litigation settlements involving opioid distributors and manufacturers, respectively. Per the settlements, the City anticipates receiving a total of \$13.3 million dollars over 17 years, and currently has \$2.2 million dollars available.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,000,000

Current Year Cost \$ 1,000,000

Subsequent Year(s) Cost \$ 838,000

Narrative

The City anticipates receiving a total of \$13.3 million dollars over 17 years, and currently has \$2.2 million dollars available.

Amount

Budget Account

Expense \$ 500,000 # 1555-19100-XXXXX-54201-99999

Expense \$ 291,200 # 1555-19100-XXXXX-5XXXX-99999

Expense \$ 208,800 # 1555-19100-XXXXX-54140-99999

Neutral \$ 500,000 # 1970-35130-various

\$ #

\$ #

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	4/8/2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates
Contact Email & Phone	myates@spokanecity.org , 509-625-6753
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	SBO Expansion of CARES & High Utilizer/Complex Care Initiative
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City of Spokane is a party to two opioid litigation settlements involving opioid distributors and manufacturers, respectively. Per the settlements, the City anticipates receiving a total of \$13.3 million dollars over 17 years, and currently has \$2.2 million dollars available. The Brown Administration proposes allocating \$500,000 to the expansion of the Spokane Fire Department's CARES program and an additional \$500,000 to the creation of a high utilizer/complex care initiative, consistent with the terms of the settlement agreements.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,000,000</u></p> <p style="padding-left: 40px;">Current year cost: \$1,000,000</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$838,000</p> <p>Narrative: See attached briefing memo.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? The City anticipates receiving a total of \$13.3 million dollars over 17 years, and currently has \$2.2 million dollars available.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Individuals struggling with OUD face a heightened likelihood of homelessness and criminal justice involvement. Using the available funding consistent with the terms of the settlement will improve stability for this population and tackle their disproportionate representation in the criminal justice system.</p>	
<p>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?</p>	

See attached briefing memo.

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

See attached briefing memo.

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 builds on the Council's recently passed resolution (2024-0031) to address the fentanyl crisis in Spokane.

Washington State will receive \$1.1 billion dollars in opioid settlements. Half of settlement dollars pass through to Washington's eligible local jurisdictions, including 3.087% to the City for a total of \$13.3 million dollars over the next 17 years.

Opioid settlement dollars are eligible for a broad set of abatement programs including: treating and preventing Opioid Use Disorder (OUD), supporting people in treatment in recovery, connecting individuals to care, addressing the needs of justice involved individuals, addressing the needs of pregnant or parenting women and their families, preventing the over-prescription of opioids, preventing the misuse of opioids, preventing the overdose deaths and other harms, first responder expenditures related to the opioid epidemic, as well as leadership, planning and coordination, training, and research.

The Brown Administration's proposal to allocate \$500,000 to the expansion of the Spokane Fire Department's CARES program and an additional \$500,000 to the creation of a high utilizer/complex care initiative is consistent with the terms of the settlement agreements.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Fire/EMS Fund and Opioid Response Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one classified Social Response Manager position (from 1 to 2) in the CARES program.
- 2) Add two classified Mental Health Coordinator positions (from 0 to 2) in the CARES program.
- 3) Add one classified Clerk II position (from 0 to 0.5) in the CARES program.
- 4) Increase revenue by \$500,000.
 - A) Of the increased revenue, \$500,000 is to be provided solely for interfund other general government services in the CARES program.
- 5) Increase appropriation by \$500,000.
 - A) Of the increased appropriation, \$291,200 is to be provided solely for base wages and associated employee benefits in the CARES program.
 - B) Of the increased appropriation, \$78,800 is to be provided solely for operating supplies in the CARES program.
 - C) Of the increased appropriation, \$130,000 is to be provided solely for vehicles in the CARES program.

Section 2. That in the budget of the Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,000,000.
 - A) Of the increased appropriation, \$291,200 is provided solely to contra salaries and benefits.
 - B) Of the increased appropriation, \$208,800 is provided solely to interfund other professional services.
 - C) Of the increased appropriation, \$500,000 is provided solely to contractual services.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the proposal to expand the SFD CARES program and create a High Utilizer and Complex Care Initiative, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

3/27/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

MATT BOSTON 625-6820

Bid #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0410 - RESOLUTION PROPOSING A REGULAR PROPERTY TAX LEVY LID LIFT IN

Agenda Wording

The resolution proposes a ballot prop on the August 6,2024 primary election to submit to the voters a single-year permanent levy lid lift proposition to increase the regular property tax levy for 2025 by \$1.00 per \$1,000 of assessed property value.

Summary (Background)

The lid lift would result in a permanent increase to the calculation basis for future years, with a maximum annual increase of the lesser of 1.0% or inflation. If passed, the increased revenue would be used to fill the City's ongoing structural gap first and foremost. The administration is also exploring numerous cost-saving measures that will be implemented regardless of the result of the vote on the levy lid lift.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 37 million

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 37 million in 2025, plus maximum annual growth of 1% in subsequent years,

Narrative

This resolution implicitly allows the City of Spokane to pursue much needed additional revenue. The additional property tax revenue would allow the City to fill the current structural gap when implemented alongside additional cost-saving measures.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Resolution Proposing a Regular Property Tax Levy Lid Lift in 2025
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The resolution proposes a ballot proposition on the August 6, 2024 primary election to submit to the voters a single-year permanent levy lid lift proposition to increase the regular property tax levy for 2025 by \$1.00 per \$1,000 of assessed property value. The lid lift would result in a permanent increase to the calculation basis for future years, with a maximum annual increase of the lesser of 1.0% or inflation.</p> <p>If passed, the increased revenue would be used to fill the City's ongoing structural gap first and foremost. The administration is also exploring numerous cost-saving measures that will be implemented regardless of the result of the vote on the levy lid lift. The Mayor supports using any remaining funding on the following items (in no particular order):</p> <p style="background-color: yellow; padding: 2px;">- TBD, this list will need to be added after the Mayor determines which items are supported prior to the vote on the resolution.</p> <p>If the levy lid lift does not pass, the City will need to implement more extreme reductions to achieve sustainability in the government's business model. A vast majority of these reductions will come at the cost of personnel across all departments, with vacant positions being prioritized for removal. Between 80%-90% of all General Fund expenses are related to personnel (transfers out to other funds provide funding for personnel in those funds as well).</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Revenue: <u>\$37 million (approximately)</u> Current year revenue: \$0.00 Subsequent year(s) revenue: \$37 million in 2025, plus maximum annual growth of 1% in subsequent years, as limited by state law.	
Narrative: <u>This resolution implicitly allows the City of Spokane to pursue much needed additional revenue. The additional property tax revenue would allow the City to fill the current structural gap when implemented alongside additional cost-saving measures.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? Yes, the lid lift would increase the property tax basis for all future years.	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

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

The resolution does not explicitly impact anyone in the community, but the consequences of not seeking additional revenues from the citizens would be felt by all communities in the form of service reductions and/or eliminations.

- 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 most important data point is the result of the election. This information will be collected by Spokane County.

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

Making this request is the correct course of action in the current situation. Whether or not it is approved is what matters, and once the citizens have expressed their preference for the cost of their government, we will need to adjust our budgets and operations accordingly.

- 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?

Without this levy lid lift, the city will need to make significant reductions that will greatly impact its ability to achieve many of the current plans and goals. If the lid lift passes, it will enable the administration to continue its pursuit of these plans, programs, and goals.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The concept of a levy lid lift has been discussed at the monthly budget study sessions.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Date Rec'd 3/28/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept ACCOUNTING

Project #

Contact Name/Phone MICHELLE 625-6320

Bid #

Contact E-Mail MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type Special Budget Ordinance

Council Sponsor(s) PDILLON MCATHCART LNAVARRETE

Agenda Item Name 1360 - SBO - MUNI COURT GRANT BUDGET TRANSFER

Agenda Wording

In order to accurately track and report on this grant, a budget transfer is needed. This SBO is to transfer budgeted personnel expenses, base wages, to non-personnel expenses, professional services, by \$34,155 and is required by SMC 07.09.010 A(4).

Summary (Background)

This SBO is a housekeeping item. On 8/29/2023 City Council passed ORD C36432 supporting an SBO for the acceptance of four municipal court grants from AOC. The SBO posted for the DVIT grant did not reflect the correct categories of spending per OPR 2023-0854 due to timing and needs to be adjusted.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ 0

Narrative

This is a budget transfer to correct tracking and reporting for the associated one year grant.

Amount

Budget Account

Expense \$ -34,155 # 1360-91217-12510-51001-99999

Expense \$ 34,155 # 1360-91217-12510-54101-99999

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	4/8/24
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Dillon, CM Cathcart, CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO – Muni Court Grant Budget Transfer
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>This SBO is a housekeeping item. On 8/29/2023 City Council passed ORD C36432 supporting an SBO for the acceptance of four municipal court grants from AOC. The SBO posted for the DVIT grant did not reflect the correct categories of spending per OPR 2023-0854 due to timing and needs to be adjusted.</p> <p>In order to accurately track and report on this grant, a budget transfer is needed. This SBO is to transfer budgeted personnel expenses, base wages, to non-personnel expenses, professional services, by \$34,155 and is required by SMC 07.09.010 A(4).</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p> Current year cost: n/a</p> <p> Subsequent year(s) cost: n/a</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Muni Court regularly applies for AOC grants.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) This is a budget transfer to correct tracking and reporting for the associated one year grant.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? The net impacts decrease grant budget for base wages and increase grant budget for professional services in the amount of \$34,155 to align with grantor agreement spending categories. • What operational changes will occur because of this adjustment? There are no operation changes. 	

- What are the potential risks or consequences of not approving the budget adjustment? Professional services may not be purchased to carry out the grant's intent.
- 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 grant aligns with carrying out Municipal Court's DVIT Grant.

What current racial and other inequities might this special budget ordinance address? There are no current racial or other inequities.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$34,155.
 - A) Of the decreased appropriation, \$34,155 is removed solely from base wages for the AOC DVITC '23-'24 grant.
- 2) Increase appropriation by \$34,155.
 - A) Of the increased appropriation, \$34,155 is provided solely for professional services for the AOC DVITC '23-'24 grant.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority to professional services to align with OPR 2023-0854, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Date Rec'd

3/28/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

MATT BOSTON 625-6820

Bid #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0410 - SBO-COUNTY ELECTION SERVICES FOR BALLOT ITEMS

Agenda Wording

To accompany the administration's proposed resolution for a property tax levy lid lift, this SBO is to increase the election services budget by \$300,000 for the increased cost of adding ballot items.

Summary (Background)

During the development of the 2024 budget, it was unclear if the City would go out to ballot for any items. Soon after budget adoption, the City decided to go out to ballot for a City charter item regarding re-districting. Furthermore, the City is exploring going out to ballot for a property tax levy lid lift. The last time a lid lift was proposed to the voters, it was in a Feb 2019 special election. The City paid a total of \$409,000 to the County for all 2019 election services.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 300,000

Current Year Cost \$ 300,000

Subsequent Year(s) Cost \$ 0

Narrative

In order to go out to ballot, the City of Spokane must pay Spokane County for election services. The City of Spokane always bears the largest cost during any election due to the count of registered voters residing in the City.

Amount

Budget Account

Expense \$ 300,000

0020-88100-14400-54261-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO – County Election Services for Ballot Items
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>During the development of the 2024 budget, it was unclear if the City would go out to ballot for any items. Soon after budget adoption, the City decided to go out to ballot for a City charter item regarding re-districting. Furthermore, the City is exploring going out to ballot for a property tax levy lid lift.</p> <p>To accompany the administration’s proposed resolution for a property tax levy lid lift, this SBO is to increase the election services budget by \$300,000 for the increased cost of adding ballot items.</p> <p>The last time a lid lift was proposed to the voters, it was in a Feb 2019 special election. The City paid a total of \$409,000 to the County for all 2019 election services. In just the last five years, the cost of administering elections has dramatically increased due to inflation, so it is expected that the 2024 invoices will be closer to \$500,000.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$300,000</u></p> <p> Current year cost: \$300,000</p> <p> Subsequent year(s) cost: \$0.00</p> <p>Narrative: <u>In order to go out to ballot, the City of Spokane must pay Spokane County for election services. The City of Spokane always bears the largest cost during any election due to the count of registered voters residing in the City.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? No, N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) There is potential for the levy lid lift to generate additional revenue, but it is not guaranteed.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

There is no direct impact (positive or negative) that this SBO explicitly has on any community. There is potential for the result of the levy lid lift resolution to positively impact everyone in the community, but there is also the potential for negative impacts to everyone in the community if the lid lift does not pass.

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

Data collection is beyond the scope of the City paying for election services. Any data regarding the results of, and participation in, the election will be collected by the County who handles voter registration and elections.

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

There is really only one relevant data point that is related to this SBO. It is whether or not the voters approve the levy lid lift. At this point it is the only solution that doesn't involve major reductions to the scale and scope of City services to citizens.

- 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 results of the election on the levy lid lift will impact all Departments across the City. Without this SBO (and the levy lid lift) the City will need to reassess all of the current goals and objectives, so this is critical if the City intends on maintaining service levels. Every item listed in the question will need to be evaluated if the levy lid lift does not pass.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
The concept of a levy lid lift has been discussed at the monthly budget study sessions.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$300,000.
- A) Of the increased appropriation, \$300,000 is provided solely for election services provided by Spokane County in 2024.
- B) This is an increase to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to pay Spokane County for election services of ballot measures that were not budgeted for, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Date Rec'd

3/28/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept

FIRE

Project #

Contact Name/Phone

LANCE DAHL (509)625-7005

Bid #

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

2021 WILDLAND URBAN INTERFACE CODE ADOPTION (IWUIC)

Agenda Wording

Adopt the 2021 Wildland Urban Interface Code Adoption, which will give the City of Spokane the tools it needs to allow building in Wildland-urban interface areas.

Summary (Background)

These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the wildland-urban interface areas. Using these tools will allow Spokane Citizens the flexibility to modify their property to account for defensible space and the proper level of ignition resistant materials as related to these requirements. Thus, providing a higher level of safety to the Spokane Community.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	O'BERG, JULIE
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

Lance Dahl idahl@spokanecity.org	SFD Accounting sfdaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Dave Kokot dkokot@spokanecity.org	Julie O'Berg joberg@spokanecity.org
Tom Williams tmwilliams@spokanecity.org	Dermott Murphy dgmurphy@spokanecity.org

Council Briefing Paper

Select Committee Name

Committee Date	PSCHC * April 8, 2024
Submitting Department	Spokane Fire
Contact Name	Deputy Chief Lance Dahl, Dermott Murphy Building Official
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	Paul Dillon, Betsy Wilkerson, Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	2021 Wildland Urban Interface Code Adoption (IWUIC)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Adopt the 2021 Wildland Urban Interface Code Adoption (IWUIC), which will give the City of Spokane the tools it needs to allow building in Wildland-urban interface areas. These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the Wildland-urban interface areas. Using these tools will allow Spokane Citizens the flexibility to modify their property to account for defensible space and the proper level of ignition resistant materials as related to these requirements. Thus, providing a higher level of safety to the Spokane Community. The currently adopted Washington State Wildland Urban Interface Code (WUI) passed this last Legislative session does not take into account defensible space and requires everyone that builds in the wildland urban interface to build at the highest standard of ignition resistant materials (IRI).
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	

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

Operations Impacts (If N/A, please give a brief description as to why)

- 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? N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C-_____

An ordinance relating to the fire code amending SMC section 17F.110.010 of the Spokane Municipal Code.

WHEREAS, The recent wildland fires in the Spokane area have heightened the concerns about building construction in wildland urban interface areas, and the City of Spokane Developer Services Center and Spokane Fire Department is looking to continue to prevent and mitigate the loss of life and property from wildfires through focused programs, mitigation, and construction codes; and

WHEREAS, wildfires are responsible for significant reduction of loss of property, life, financial loss, and major disruption to city infrastructure and services; and

WHEREAS, the existing adopted Wildland Urban Interface Code (WUI) by Spokane was intended to use the State amended version as a basis and the State version has removed key sections of the model code; and

WHEREAS, the Department of Natural Resources has developed a base map that can be used to determine wildland urban interface areas in the jurisdiction and will be updated per State Legislative action; and

WHEREAS, the Washington State Legislature has adopted a WUI that applies the most restrictive requirements to construction in the wildland urban interface; and

WHEREAS, the model IWUIC is allowed by RCW 19.27.031 to be adopted in lieu of the State amended version.

NOW THEREFORE, the City of Spokane does ordain:

Section 17F.110.010 Adoption of International Wildland-Urban Interface Code

- A. The ((~~Washington State current amended edition of the~~) International Wildland-Urban Interface Code (IWUIC) including appendices and related standards, published by the International Code Council, as modified by this title, is adopted by of the City of Spokane except as otherwise provided. The edition adopted of the IWUIC shall be the same edition as the International Building Code adopted by Washington State.
- B. The following amendments are made to the International Wildland-Urban Interface Code:

1. Section 101.1 is modified to read as follows:

101.1 Title. These regulations shall be known as the Wildland-Urban Interface Code of the City of Spokane, hereinafter referred to as “this code”.

~~((2)) Sections 101.5, 108.3, 108.4, 108.7, 402.1.1, 402.1.2, 402.2, 402.2.1, 402.2.2, and 402.3 are adopted as published.))~~

2((3)) Section 103.1 is modified to read as follows:

103.1 Creation of enforcement agency. The building code official and fire code official are hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the City of Spokane pertaining to designated wildland-urban interface areas. For such purposes, ~~the code building official and fire marshal shall be known as the code official.~~ the building code official shall have authority over building specific requirements, and the fire code official shall have authority over site specific requirements.

3((4)) Section 110.4.7 is modified to read as follows:

110.4.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class I civil infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

PSCH Committee Standing Reports & Updates:

- Municipal Criminal Justice Coordinating Subcommittee (CM Dillon)
- Ad Hoc Committee on Public Safety Levy (CM Navarrete; CM Dillon; and CM Bingle)
- Police Advisory Committee (CM Dillon)
- C.O.P.S Board (CM Cathcart)

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Consent**Date Rec'd**

3/21/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

MUNICIPAL COURT

Project #**Contact Name/Phone**

SARAH 509-309-6948

Bid #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Agenda Item Name

0560-MUNICIPAL COURT RECEIVED AWARD FROM TRAFFIC SAFETY

Agenda Wording

To retroactively acknowledge the award from the Traffic Safety Commission for DUI Court in the amount of \$200,000. The Special Budget Ordinance was approved by council on October 30, 2023.

Summary (Background)

DUI Court received \$200,000 in funding from the Traffic Safety Commission for October 1, 2023 through September 30, 2024. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. The funding will support the DUI Court program with drug and alcohol testing; bus pass; community engagement; interlock; and evaluation. The SBO was approved by council on October 30, 2023.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 200,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This award from the Traffic Safety Commission does not require a match. This award does not include any positions. This was briefed at Urban Experience Committee on 9/11/23 and inadvertently missed the LA process. The SBO passed on October 30, 2023.

Amount**Budget Account**

Expense \$ 200,000

1360-91220-12510-54101-99999

Revenue \$ 200,000

1360-91220-99999-33320-99999

Select \$

#

Select \$

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\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	509-309-6948 sthompson@spokanecity.org
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0560-Municipal Court received award from Traffic Safety Commission
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>To retroactively acknowledge the award from the Traffic Safety Commission for DUI Court in the amount of \$200,000. The Special Budget Ordinance was approved by council on October 30, 2023.</p> <p>The funding will support the DUI Court program with drug and alcohol testing; bus pass; community engagement; interlock; and evaluation. The SBO was approved by council on October 30, 2023.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$200,000</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This award from the Traffic Safety Commission does not require a match. This award does not include any positions.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.</p> <p>The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.</p>	

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Spokane Municipal Court, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600, for traffic safety grant project 2024-FG-5009-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2023, whichever is later, and remain in effect until September 30, 2024, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a

potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Impaired driving continues to be the most common contributing factor in Washington's traffic fatalities, represented in nearly half of all traffic fatalities year after year (WTSC State of the State Brief #11, May 2023). Impaired driving often stems from the driver having addictions to alcohol and/or impairing substances. These drivers are at a high risk of repeatedly driving while impaired – especially those drivers with prior DUI convictions. The likelihood of a driver with a prior DUI conviction becoming involved in a fatal car crash is 4.1 times that of a first-time DUI offender.

Treatment and intensive monitoring for high-risk impaired drivers is important. The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19 times less likely to reoffend (NCDC Impaired Driving Facts Sheet), while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior. DUI courts also reduce recidivism by 50% compared to traditional courts (National Center for DWI Courts).

This countermeasure is prioritized by the National Highway Traffic Safety Administration (NHTSA) and is a 4-star Countermeasure.

3.1.2 Project Purpose and Strategies

The purpose of the project is to:

Provide funding support for training and operations of the Spokane Municipal DUI court to provide testing, supervision and monitoring to high-risk impaired drivers (HRIDs) to prevent them from driving impaired by treating the root cause of their behavior: substance abuse disorder and/or mental illness.

Ensure that the Spokane Municipal Court is following the NCDC 10 guiding principles to demonstrate reduced DUI recidivism. Participants in DUI court programs that closely follow the 10 guiding principles have been shown to have a significant reduction in recidivism, with one study from Michigan showing that participants of DUI courts are 19 times less likely to reoffend than offenders processed through a traditional court (National Centers for DWI Courts).

This grant aims to expand on the prior Municipal Court grant to support the indigent DUI court participant population more comprehensively with the transportation, monitoring, and testing resources needed to maximize their success in the program. This grant will also support program evaluation efforts internally by the court and external by a local university or other entity to identify programmatic opportunities for improvement to maximize success and reduce recidivism rates.

Funding for this grant may include, but is not limited to:

Testing – Urinalysis on all participants at a frequency that aligns with the 10 guiding principles best practice standards is required. Additional testing methods, such as transdermal patches and breath checks, are allowable on a case-by-case basis, as deemed necessary by the presiding judge.

Monitoring – ignition interlock and Electronic Home Monitoring (EHM) may be funded through this grant for indigent court participants. EHM services are beneficial to the DUI offender because they have been shown to reduce alcohol use and impaired driving, and because it allows the offender to remain out of jail and maintain the ability to work, attend treatment services, maintain family and positive relationships, etc. Per the tenth edition of Countermeasures That Work, DUI offender monitoring with electronic monitoring has been evaluated and shows “substantial reductions in DWI recidivism”. The effectiveness rating for this strategy is 4 stars, with a citation that the strategy is “proven for reducing recidivism”.

Transportation – Bus passes for indigent court participants may be reimbursed for qualifying participants utilizing these services for DUI court-specific purposes, such as required court appearances and testing appointments. one-for-one bus vouchers will be provided, allowing for transportation support that limits use strictly for court and drug testing purposes.

Community Engagement – printing costs associated with the courts annual DUI Court Townhall, community fairs, or other community education and outreach events.

Evaluation Services – Project evaluation to identify recidivism rates, analyze court data to make programmatic improvements, development, and implementation of comprehensive exit surveys to DUI court program participants on the program, treatment, interaction with the judge, etc. Project evaluation activities may include, but is not limited to, partnering with local universities or other entities as a subcontractor to analyze court data and provide comprehensive feedback to the program.

Strategies used:

Countermeasures That Work (2021): Strategy 3.1 DWI Courts (4-Star)

Countermeasures That Work (2021): Strategy 4.4 DUI Offender Monitoring (4-Star)

WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and

sober support meetings to assist in recidivism reduction.

3.2 PROJECT GOALS

- 1) Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.
- 2) Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.
- 3) Expand knowledge of the DUI court program to the public through community engagement.
- 4) Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.
- 5) Conduct internal and external program evaluation to improve the DUI Court Program

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$200,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the

scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over \$5,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of \$5,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America. Any equipment purchased with NHTSA funds, must be used exclusively for traffic safety purposes or the cost must be pro-rated.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$5,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: \$200,000.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld.

The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 41.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 10 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the

parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with,

or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to

otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of

such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any

lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification,

such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the

Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the

political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by

NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Sarah Thompson sthompson@spokanecity.org 509-625-4146	Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860 ext.

43. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Municipal Court

Signature: Howard F. Delaney
Howard F. Delaney (Sep 6, 2023 14:26 PDT)

Email: hdelaney@spokanecity.org

Name: Howard Delaney

Title: Municipal Court Coordinator

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: Pamela Pannkuk

Email: ppannkuk@wtsc.wa.gov

Name: Pam Pannkuk

Title: Deputy Director

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$0.00	0%	\$0.00	\$0.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$197,500.00	0%	\$0.00	\$197,500.00
Goods and Services		\$2,500.00	0%	\$0.00	\$2,500.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$200,000.00		\$0.00	\$200,000.00

This grant will pay for drug testing fees for DUI Court clients, prioritizing, but not limited to, clients who are in phases 1-4 who do not have the financial means to pay for testing. This project will also pay for additional testing methods, monitoring services, and screening, at the discretion of the Judge. Additionally, this grant will pay for program evaluation to identify opportunities to improve program practices and reduce recidivism rates. The grantee has the authority to determine which tests and services to pay for with these funds, with the understanding that the funding may not cover all testing, monitoring or evaluation fees for the complete duration of this project.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.

Objective	Objective Details	Completion Date
Develop participant screening policy to identify financial barriers to pay for urinalysis testing services.	Provide a policy or summary of the screening process to WTSC.	09/30/2024
Conduct drug and alcohol screening of all DUI Court participants.	Conduct urinalysis testing on all participants and additional testing methods on a case-by-case basis, as deemed necessary by the presiding judge.	09/30/2024
Provide analysis of testing results to WTSC each quarter.	Attach a summary report to each quarterly progress report. This report should include data such as: <ul style="list-style-type: none"> • Number and percentage of DUI Court participants who are tested each quarter. • Summary of test results. • Number of DUI Court participants who are sanctioned due to positive drug or alcohol test. • Number/percentage of missed tests. 	09/30/2024

Measure	Reporting Frequency	Type	Target
Number of DUI Court participants who are determined to be eligible for financial assistance for drug and alcohol testing.	Quarterly	Process	30
Percentage of DUI Court participants receiving financial assistance who do not have a positive drug or alcohol test during the reporting period.	Quarterly	Process	100

Percentage of DUI Court participants eligible for financial support who are tested each quarter.	Quarterly	Process	100
Total Number of DUI Court participants enrolled	Quarterly	Process	30

Goal 2 - Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.

Objective	Objective Details	Completion Date
Provide access to SCRAM or other in-home monitoring services for indigent DUI court participants, at the discretion of the presiding judge.	Abstinence is an important component of the DUI Court model. Electronic monitoring and ignition interlock services are a great way to monitor a participant's alcohol use.	09/30/2024
Develop eligibility criteria for DUI court participants requiring continuous monitoring services.	WTSC grant funding for these services should be only used for DUI Court participants who do not have the financial means to pay for it. The Spokane Municipal Court should develop criteria for what this looks like in practice and share that with WTSC.	09/30/2024
Provide ignition interlock services as recommended by the court.		09/30/2024

Measure	Reporting Frequency	Type	Target
Number of DUI court participants who receive continuous monitoring services	Quarterly	Process	30
Number of participants receiving ignition interlock services	Quarterly	Process	30

Goal 3 - Expand knowledge of the DUI court program to the public through community engagement.

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Objective	Objective Details	Completion Date
Gain support for the DUI Court from judges, prosecutors, defense attorneys, probation officers, and the public.	WTSC has seen that enrollment increases when there is support for the DUI Court from stakeholder groups. We encourage you to meet with your stakeholder groups and encourage their support of the program to sustain or increase enrollment, as necessary.	09/30/2024
Conduct annual DUI court townhall	Annual event focused on educating the public on the DUI court.	09/30/2024

Measure	Reporting Frequency	Type	Target
Outreach – number of external stakeholders met with	Quarterly	Process	10
Conduct DUI Court Townhall Education Event	Annual	Process	1

Goal 4 - Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

Objective	Objective Details	Completion Date
Provide transportation support for DUI Court participants	Funding may be used for the purchase of bus vouchers tracked by the court to ensure that WTSC-funded bus passes are used solely for the purpose of court-related travel. Provide a summary of transportation utilization funded by this grant on a quarterly basis.	09/30/2024

Measure	Reporting Frequency	Type	Target
Number of participants receiving transportation assistance	Quarterly	Process	30

Goal 5 - Conduct internal and external program evaluation to improve the DUI Court Program

Objective	Objective Details	Completion Date
Internal Evaluation - Use data collected by the program to conduct an internal evaluation to identify opportunities for improvement and to ensure that the court program is meeting best practices.	The goal of the internal evaluation is to evaluate court data to respond appropriately to participant behaviors.	09/30/2024
External evaluation – Partner with local universities or other entities as a subcontractor to analyze court data and provide comprehensive feedback to the program.		09/30/2024
Utilize results from the evaluation to enhance the DUI Court program.		09/30/2024
Review screening, assessment, and referral processes each quarter to identify possible process improvements.		09/30/2024

Measure	Reporting Frequency	Type	Target
Provide summary report of internal evaluation process, findings, and identified opportunities for improvement	Annual	Process	1
Provide external evaluation report from subcontractor	Annual	Process	1
Summarize programmatic changes that will be made as a result of the internal and external evaluations	Annual	Process	1










Interagency Agreement-2024-FG-5009-Spokane Municipal DUI Court(25394523)_202309061725

Final Audit Report

2023-09-20

Created:	2023-09-06
By:	WEMS (WTSC) (wemshelp@wtsc.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFsm9-v6vktSu8qj_GA_MNKh_CaUwYWVe

"Interagency Agreement-2024-FG-5009-Spokane Municipal DUI Court(25394523)_202309061725" History

-  Document created by WEMS (WTSC) (wemshelp@wtsc.wa.gov)
2023-09-06 - 9:25:34 PM GMT- IP address: 54.68.136.215
-  Document emailed to hdelaney@spokanecity.org for signature
2023-09-06 - 9:25:40 PM GMT
-  Email viewed by hdelaney@spokanecity.org
2023-09-06 - 9:26:11 PM GMT- IP address: 198.1.39.252
-  Signer hdelaney@spokanecity.org entered name at signing as Howard F. Delaney
2023-09-06 - 9:26:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Howard F. Delaney (hdelaney@spokanecity.org)
Signature Date: 2023-09-06 - 9:26:56 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Pamela E Pannkuk (ppannkuk@wtsc.wa.gov) for signature
2023-09-06 - 9:26:57 PM GMT
-  Email viewed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
2023-09-14 - 1:39:22 PM GMT- IP address: 104.47.65.254
-  New document URL requested by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
2023-09-14 - 1:39:30 PM GMT- IP address: 198.239.155.119
-  Document e-signed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
Signature Date: 2023-09-20 - 8:51:51 PM GMT - Time Source: server- IP address: 198.239.155.119

✔ Agreement completed.

2023-09-20 - 8:51:51 PM GMT

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	4/8/2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-309-6948
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0560-MUNICIPAL COURT CONTRACT RENEWAL WITH PHOENIX COUNSELING SERVICES
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Contract renewal 1 of 4 with Phoenix Counseling Services, LLC. (Spokane, WA) to continue to provide Domestic Violence Intervention Treatment effective May 1, 2024 through April 30, 2025 not to exceed \$192,000.</p> <p>Municipal Court entered into a contract with Phoenix Counseling Services, LLC, in accordance with RFP 5841-23 issued by the City to provide domestic violence screening, assessment and treatment services to participants involved in the Domestic Violence Intervention Treatment Court. The original agreement was accepted under OPR 2023-0658 on June 26, 2023.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost: \$192,000</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>The services provided under this contract are reimbursed by the Administrative Office of the Courts under agreement IAA24229.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: <u>Select Funding Source*</u></p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts</p>	

such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

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 Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.



City of Spokane
CONTRACT RENEWAL
1 of 4
Title: DOMESTIC VIOLENCE
SCREENING, TREATMENT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PHOENIX COUNSELING SERVICES, LLC**, whose address is 901 East Second Avenue, Suite 204, Spokane, Washington 99202, 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 Domestic Violence Screening, Treatment Assessment, and Treatment Services; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the first of those renewals.

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

- 1. CONTRACT DOCUMENTS.**
The original Contract, dated May 27, 2023 and June 20, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
- 2. EFFECTIVE DATE.**
This Contract Renewal shall become effective on May 1, 2024 and end on April 30, 2025.
- 3. COMPENSATION.**
The City shall pay an estimated maximum annual cost not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. 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.

PHOENIX COUNSELING SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate of Debarment

24-048

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

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

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

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

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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Date Rec'd 3/18/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/15/2024

Submitting Dept

POLICE

Project #

Contact Name/Phone

MAJ. DAVE 625-4171

Bid #

RFP 6064-24

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Requisition #

CR 26182

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680-POLICE UNIFORM FITTING, REPAIR AND INVENTORY SERVICES

Agenda Wording

Approval to award contract to Galls for Police uniform services.

Summary (Background)

On February 2, 2024, RFP #6064-24 was sent out to multiple firms to provide Police Uniforms and services including the fitting, alteration, repair and inventory of new and replacement uniforms, as well as pouches for external vest carriers. Three proposals responses were received. Gall's LLC was the highest ranked proposal and as such, Spokane Police Department would like to enter into contract with them.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 225,000

Current Year Cost \$ 75,000.00

Subsequent Year(s) Cost \$ 150,000

Narrative

Contract term of 3 years with an annual amount not to exceed \$75,000. Two optional 1-year renewals authorized per written agreement by the parties.

Amount

Budget Account

Expense \$ 75,000.00

0680-11410-21250-53202

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	March 4, 2024
Submitting Department	Police
Contact Name	Maj. Dave Singley
Contact Email & Phone	dsingley@spokanepolice.org 625-4171
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Uniforms with fitting, repair and inventory services
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>On February 2, 2024, RFP #6064-24 was sent out to multiple firms to provide Police Uniforms and services including the fitting, alteration, repair and inventory of new and replacement uniforms, as well as pouches for external vest carriers.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Three proposals responses were received. Gall's LLC was the lowest responsive bidder and as such, SPD would like to enter into contract with them.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$75,000 per year</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



Police Uniforms with Fitting, Repair, and Inventory Services

RFP 6064-24



PREPARED FOR

CITY OF SPOKANE

PREPARED BY

Galls LLC





1340 Russell Cave Road
Lexington, KY 40505

February 16, 2024

Attn: Michelle Loucks
City of Spokane Purchasing Department
800 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6400

Re: City of Spokane - Police Uniforms with Fitting, Repair, and Inventory Services - RFP 6064-24

Galls, LLC (“Galls”) is excited about the opportunity to service Spokane for your public safety uniform needs and look forward to becoming a key Partner if awarded. Galls has been in business for over 56 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America’s public safety professionals.

Galls principal place of business is at 1340 Russell Cave Road, Lexington, KY 40505, and we would service this contract from there as well as our retail branch located at 1306 N. Howard, Spokane, WA 99201. Galls has experience in this exact model, and as the incumbent contract holder we are intricately familiar with the unique needs and challenges of Spokane’s Police uniform program. We are confident that Galls is the right partner to satisfy and exceed the goals for this program and can meet all terms and conditions within this bid.

We appreciate the consideration and look forward to servicing Spokane Police Department for the duration of the Contract if selected for award. Please feel free to reach out directly with any questions regarding our proposal.

Thank you,

A handwritten signature in blue ink that reads "Mike Fadden".

Mike Fadden, CEO
Email: bidreview@galls.com
Phone: 859-800-1406
1340 Russell Cave Road, Lexington, KY 40505
Chief Executive Officer
Galls, LLC



Galls Offers Spokane Police Department (“Spokane PD”) a 360° Solution



Technical Proposal

A. Work Plan

Galls has assembled the best team of dedicated professionals to serve your uniform needs. Spokane PD’s personal contact and the Galls’ account manager will coordinate with our merchandisers and buyers to make sure Galls meets your uniform criteria for comfort, performance, and design. Having a personal contact and a branch within the City of Spokane allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.

Galls confirms we can supply all items outlined in the RFP; with exception to any products that have been discontinued or are obsolete. In this instance equal to or better than items have been identified and quoted.



Galls, LLC Response

Police Uniforms with Fitting, Repair, and Inventory Services,
RFP #6064-24 – Technical Proposal

Additionally, Galls confirms that we can meet all services outlined in the Service Requirements.

Delivery Schedule

Galls can meet the delivery schedule as outlined in the RFP, including responding to requests for fitting and emailed or called in issues within three (3) days, providing individual orders within fourteen (14) days of ordering (with the exception of special orders), and completing repairs and alterations within one (1) week after item request and submission.

Full Spectrum In-House Uniform Services:

No one can compare to our full spectrum of in-house customization options for apparel and gear.

Brands You Depend on:

As a public safety professional, your gear must perform. After all, it may mean the difference between life and death. That's why Spokane PD's can count on Galls to offer only top-quality products. But we don't do it all alone.

Galls partners with public safety leaders in manufacturing including brands such as ASP, Bates, BlackHawk, Elbeco, 5.11 Tactical, Flying Cross, Tru-Spec, Under Armour, Point Blank, Paraclete, and yes we apply our 50 years of knowledge and customer feedback to the Galls brand.



Broadest Product Selection:

Galls is Spokane PD's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand. Galls will special order product for Spokane PD as requested in Section 4.3.1.



Galls, LLC Response

Police Uniforms with Fitting, Repair, and Inventory Services,
RFP #6064-24 – Technical Proposal

Huge In-Stock Inventory and Rapid Fulfillment:

Galls has the largest on-hand inventory in the public safety industry – period! This means less backorders, faster service and faster delivery. Galls also has the right inventory to match the market trends, so you are always ordering the latest and best in the industry.

Warranty and Replacement Policy

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "**no hassle guarantee**" on returned merchandise. This means if Spokane PD is unhappy for any reason with your purchase, you can return it to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

B. Approach

Order Placement Process (eQuip)

Spokane PD will have the option to place orders by coming in to the store, email or phone.

The Spokane store is located less than a mile from the Public Safety Building and open Monday – Friday 9:00 am – 5:00 pm. This will allow your officers to come in at their convenience to be sized. This is a major advantage to the department since officers will not have to leave the city limits or wait for a sizing appointment to be set up.

Spokane PD will continue to be able to use their fully customized Online Ordering System ("eQuip"). eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip reduces keying errors and provides for a seamless flow of orders from the Spokane PD customized site to the Galls warehouse management system.

Since this is already in place, the new contract will be able to flow into this seamlessly with no development downtime and Spokane PD will be able to continue to enjoy all of the benefits that they currently take advantage of.

Galls will work closely with our manufacturers to obtain product quickly to maintain compliance with Spokane PD delivery requirements.

Galls will make no substitutions on any order unless provided prior approval from Spokane PD.

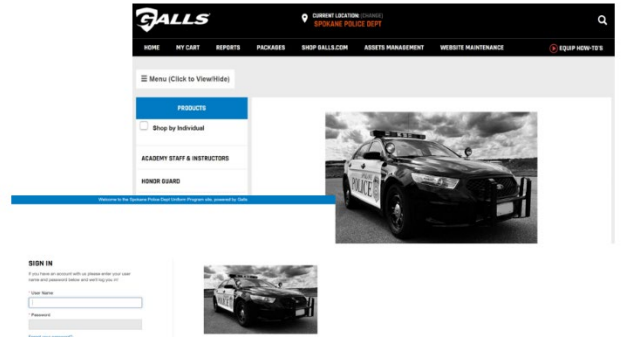
Galls currently operates more than 4,300 eQuip sites nationwide, covering departments and agencies of all sizes between 25 and 100,000 users.



eEquip will continue to be a powerfully effective tool in the management of the Spokane PD uniform program.

eEquip capabilities that Spokane PD currently enjoy:

- Secure online ordering system
 - Site only accessible by username/password as assigned by Spokane PD
- Mobile device capability
- Spokane PD specific configuration
- Product offering management
 - Spokane PD products only
 - Products by employee group
- Optional shop full catalog feature
- Integrated with Galls ERP system
- Integrated order approval process
- Flexible On-Demand Reporting



Returns

Galls strives to be a partner to our contract customers. If any item is a Galls mistake, we will accept the return at the store. Or if needed a member of Galls team will pick up the item from the Public Safety Building or Police Academy. If the mistake is made in the ordering process from Spokane PD, Galls will most always return non-customized goods and will give consideration on customized goods.

Exchanges and Cancellations

Galls will exchange any non-altered (i.e. hemmed/embroidered) merchandise for the correct size. Galls will cancel orders that have not been altered, or in the event of custom merchandise that is on order, Galls will cancel the merchandise if the manufacture allows the cancellation.

Warranty

Galls will honor all manufacturer warranties.

Delivery System

Galls will deliver all items within 14 days or less unless receiving prior approval for a delay from Spokane PD.



Galls, LLC Response

Police Uniforms with Fitting, Repair, and Inventory Services,
RFP #6064-24 – Technical Proposal

Orders will be able to be picked up from your local Galls branch located within the City. If needed, orders will ship all orders via FedEx. Additional shipping options may be available upon request from Spokane PD.

Galls will provide a tracking number with every shipment. Additionally, tracking options will be made available on e-Quip.

Accounting System

Galls has a full service “in house” accounting and finance department and will work closely with the Spokane PD to meet specific needs and make your billing process with Galls seamless.

Electronic Billing Options

Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust.

Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers.

Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

Customized Billing Options

- Can have electronic signature capture of orders picked up at the retail/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up) have UPS or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where “shopping for” feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror.

“Invoice notes” entered on eQuip websites will print on both Billtrust and customized invoices



Galls, LLC Response

Police Uniforms with Fitting, Repair, and Inventory Services,
RFP #6064-24 – Technical Proposal

(50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry.

Reporting Capabilities

Galls has the capability to create a variety of custom reports that will meet the needs of Spokane PD. eQuip gives Spokane PD the ability to easily extract this data and run the reports On-Demand. Below is an example of several reports Galls runs regularly and consistently.

- Allotment Activity Report
- Order History Sales Report
- Itemized Sales Report
- Backorder Report
- Open Direct Ship Report
- Sales by Product Type



A. PROJECT MANAGEMENT - Spokane PD's Contacts

The following professional from the Galls Team will be assigned to serve the Spokane PDs to meet your IFB requirements, delivery service levels, and provide a dynamic working relationship. This team has been handling your account for up to 18 years and has in depth knowledge that adds value as there will be no start up time when the new agreement is implemented. The current online ordering system that you enjoy will continue to help us enhance your experience and keep you as productive as you currently are.

Kiley Lyons, Regional Account Executive – Kiley will be your representative. She has been with Galls for over 18 years assisting Spokane PD and other public safety agencies in Washington and Idaho with uniform and equipment needs.

Kiley will be available to answer phone calls and emails from Spokane PD within one (1) business day.

Contact information: 1-509-957-5170 or lyons-kiley@galls.com

In the event Kiley Lyons is unavailable your Account Representative will be available at taylor-michelle@galls.com or 1-859-447-9966.

Michelle Taylor, Strategic Account Manager – Michelle will be your inside sales representative. She has 30 years of experience in account management, customer service, logistics, and product knowledge.

The store that will be servicing your account is located at 1306 North Howard, Spokane, WA 99201. The store manager is Kellie Taylor, and she will be available at taylor-kellie@galls.com or 1-509-323-1104.

In addition to your key points of contact, Galls has several departments that will be involved to ensure Spokane PD is serviced at World Class Levels:

<u>Galls Sales Management Team</u>	<u>Galls Operations Team</u>	<u>Galls Senior Management Team</u>
Michelle Taylor, Strategic Account Manager	Kellie Taylor, Branch Manager	Mike Fadden, CEO
Kiley Lyons, Regional Account Executive	Diana Mathews, Regional Director	Jim Dugan, CRO
David House, Vice President Sales	Phil Leibensperger – Vice President Branch Ops	Dustin McDulin, CFO



Galls, LLC Response

Police Uniforms with Fitting, Repair, and Inventory Services,
RFP #6064-24 – Management Proposal

EXPERIENCE OF THE FIRM

Galls has been servicing the public safety industry with their uniform needs including Police Uniform supply, sizing, fitting, alteration, and repair for fifty-seven (57) years. We have been Spokane PD's uniform provider for the last several years. We have provided the same service to Washington State Patrol, Tacoma Police Department, and Snohomish County Sheriff's Department. Contact information is shown in the reference section below.

B. References

1. Washington State Patrol
Washington State Contract #: 01417
Current agreement commenced July 3, 2019, and is due to run through July 2, 2025. Prior to the current agreement we were awarded a contract that ran from November 1, 2011, through July 2, 2019.

We provide duty uniforms, outerwear, footwear and academy gear as well as embroidered goods and heat press items. We also maintain an online ordering portal that also gives real-time access to inventory and reporting.

Pennie Clark
Supply Section
E: Pennie.Clark@wsp.wa.gov
P: (360) 704-5456

2. Tacoma Police Department
Washington State Contract #: 01417
Current agreement commenced July 3, 2019, and the previous contract January 1, 2018, and will automatically expire concurrent with the expiration date of the Master Contract. Prior to this, the Police Department had a contract with Galls that ran January 1, 2016 – December 31, 2017. The customer utilizes the Washington State Contract in order to utilize services provided by Galls.

We provide duty uniforms, outerwear, footwear and academy gear as well as embroidered goods and heat press items. We also maintain an online ordering portal that also gives real-time access to inventory and reporting.

PPO R. Halbert
Quartermaster/Fleet Coordinator
E: rhalbert@cityoftacoma.org
P: (253) 591-5975



Galls, LLC Response

Police Uniforms with Fitting, Repair, and Inventory Services,
RFP #6064-24 – Management Proposal

3. Snohomish County Sheriff's Office

Washington State Contract #: 01417

Current agreement commenced July 3, 2019, and the previous contract since April 1, 2018, and will automatically expire concurrent with the expiration date of the Master Contract. The customer utilizes the Washington State Contract in order to utilize services provided by Galls.

We provide duty uniforms, outerwear, footwear and academy gear as well as embroidered goods and heat press items. We also maintain an online ordering portal that also gives real-time access to inventory and reporting.

Deputy Sheriff Chad Daugherty

Rangemaster / Quartermaster

E: Chad.Daugherty@snoco.org

P: (425) 512-6760

Additional references can be provided upon request.

C. Related Information

1. St. Charles Parish Sheriff's Office – Police Uniforms – Contract was terminated on November 17, 2021, for service issues related to delivery, website, and ordering delays.
2. City of Cedar Rapids - Body Armor - Contract #PUR0517-248 Contract was terminated on January 18, 2022, for service issues related to delivery, website, and ordering delays.

ATTACHMENT A

PRICING AND PRODUCT INFORMATION FORM

RFP NAME: Police Uniforms

RFP NO: 6064-24

The purpose of this Request for Proposals is to invite sealed Proposals to supply The City of Spokane Police Department with Uniforms and related required services. Products and quantities are estimates only for evaluation purposes and products may be added or deleted during contract term.

Unit prices are to include all costs and expenses including freight, travel, etc. to be charged for performing the services necessary to accomplish the objectives of the contract.

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANUFACTURER #	UNIT PRICE	TOTAL
		<i>Men's Formal/Class A Uniform</i>			
1	25	LAPD 100% Wool Pant w/Sap Pocket	32289	\$109.50	\$2,737.50
2	5	LAPD Polyester Pan, no Wool	32221	\$68.00	\$340.00
3	25	LAPD 100% Wool Long Sleeve Shirt	20W9586	\$115.35	\$2,883.75
4	25	LAPD 100% Wool Short Sleeve Shirt	70R9586	\$102.50	\$2,562.50
5	5	LAPD Poly Blend no Wool Long Sleeve	48W6686	\$73.70	\$368.50
6	5	LAPD Poly Blend no Wool Short Sleeve	98R6686	\$71.00	\$355.00
7	15	Blue Poly Blend/navy Trim Short Sleeve		\$21.80	\$327.00
8	15	Blue Poly Blend/navy Trim Long Sleeve		\$23.80	\$357.00
9	25	Elbeco CX360 Long Sleeve Shirt	3524	\$55.50	\$1,375.00
10	5	Elbeco CX360 Short Sleeve Shirt	3594	\$51.50	\$257.50
11	25	Elbeco CX360 5 Pocket Pants	E3424R	\$58.00	\$1,450.00
12	25	Samuel Broome Polyester Clip on Tie w/buttonholes	45015	\$11.50	\$287.50
13	25	Elbeco Distinction Series Men's Long Sleeve	4424	\$55.50	\$1,387.50
14	25	Elbeco Distinction Series Men's 6 Pocket Pants	E454R	\$82.50	\$2,062.50

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANUFACTURER #	UNIT PRICE	TOTAL
15	25	Elbeco Distinction Series Men's Short Sleeve	8840N	\$68.75	\$1,718.75
		Women's Formal/Class A Uniform			
16	10	LAPD 100% Wool Pant w/Sap Pocket	35289	\$109.50	\$1,095.00
17	5	LAPD Polyester Pant No Wool pant	35233	\$62.50	\$312.50
18	20	LAPD 100% Wool Long Sleeve Shirt	120W9586	\$115.35	\$2,307.00
19	20	LAPD 100% Wool Short Sleeve Shirt	170R9586	\$102.50	\$2,050.00
20	5	LAPD Poly Blend no Wool Long Sleeve	204W6686	\$75.60	\$378.00
21	5	LAPD Poly Blend no Wool Short Sleeve	254R6686	\$71.00	\$355.00
22	25	Elbeco CX360 Women's 5-Pocket Pants	E343LC	\$57.75	\$1,443.75
23	25	Elbeco CX360 Women's Long Sleeve	3504LC	\$55.35	\$1,383.75
24	5	Elbeco Women's Short Sleeve	3514LC	\$51.50	\$257.50
25	10	Elbeco Distinction Series Women's Long Sleeve	4434LC	\$55.65	\$556.50
26	10	<i>Elbeco Distinction Series Women's short sleeve</i>	9840LCN	\$68.70	\$687.00
27	10	Elbeco Distinction Series Women's 6 Pocket Pants	E9454LC	\$82.60	\$826.00
		Outerwear			
28	65	Soft Shell Jacket		\$46.00	\$2,990.00
29	20	Port Authority Soft Shell Core Jacket	J317	\$55.05	\$1,101.00
30	10	Eddie Blauer Ladies ruggest rip stop soft shelled jacket		\$46.00	\$460.00
31	5	5.11 Tactical ANSI Class III Reversible Jacket		\$203.40	\$1,017.00
32	10	5.11 Tactical Sabre Jacket	58112	\$261.45	\$2,614.50

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANUFACTURER #	UNIT PRICE	TOTAL
33	65	Richardson Pro Wool Flexfit Baseball Cap	585	\$14.39	\$935.35
34	65	Richardson Embroidered Baseball Cap	5140	\$21.55	\$1,400.75
		<i>Tac Team/EDU/Hostage/SWAT</i>			
35	10	Tru-Spec Nylon/Cotton ¼ Zip Tactical Response Combat Shirt	2539024	\$81.70	\$817.00
36	10	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	\$63.00	\$630.00
37	10	Vertx 37.5 Men's Combat Shirt		\$85.50	\$855.00
38	10	Tru-spec Tru Combat Shirt	78902	\$49.50	\$495.00
39	10	5.11 Mens Ridge Pant	74520	\$81.00	\$810.00
40	10	Tru-Spec 24-7 Ops Tac T-shirt	4296005	\$24.30	\$243.00
41	10	5.11 Tactical Bike Patrol Pants	45502-019	\$99.00	\$990.00
42	10	5.11 Tactical Apex Pants	74434	\$81.00	\$810.00
43	10	Vertx Phantom LT2.0 Tactical Pants	F1 VTX8001	\$65.70	\$657.00
44	10	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	\$63.00	\$630.00
45	3	5.11 Valiant Duty Jacket	48153	\$297.00	\$891.00
46	10	5.11 Tactical Men's Snag-Free Performance Short Sleeve Polo	71049	\$45.00	\$450.00
47	5	5.11 Tactical Women's Snag-Free Performance Polo	61165	\$45.00	\$225.00
48	10	5.11 Tactical Stryke Dark Brown Pant with FlexTac	74369	\$80.00	\$800.00
49	5	5.11 Tactical Apex Women's Pants	64446	\$81.00	\$405.00
50	5	5.11 Tactical Women's Stryke Pants	64386	\$80.00	\$400.00
51	5	5.11 Tactical Rapid Assault Long Sleeve Shirt Black Color	72185	\$65.70	\$328.50
52	5	5.11 Tactical Stryke TDU Pant	74433	\$68.85	\$344.25

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANUFACTURER #	UNIT PRICE	TOTAL
53	5	5.11 Tactical Multicam TDU Pant	74350	\$87.30	\$436.50
54	5	Balaclava Lightweight Headwear with Nomex	333005	\$21.60	\$108.00
55	5	Nomex BDU Shirt/Pant Set		Cancelled per addendum 1	
56	5	Gortex Camo Jacket		\$107.10	\$535.50
57	5	Gortex Camo Pant		\$68.40	\$342.00
		<i>BLEA Clothing</i>			
58	65	Red Kap Utility Uniform Short Sleeve Shirt Blue	ST62NV	\$29.00	\$1,885.00
59	50	5.11 TDU Tactical Pants Blue Rip Stop	74003	\$63.00	\$3,150.00
60	50	5.11 Women's TDU Tactical Pants	64359	\$63.00	\$3,150.00
61	65	Hanes Short Sleeve Beefy T-Shirt White	5180	\$9.75	\$633.75
62	25	Jerzees Crewneck Sweatshirt Long Sleeve Navy	562M	\$16.50	\$412.50
63	25	Jerzees NuBlend Sweatpants-Navy	973M	\$19.50	\$487.50
64	45	Sport-Tek Jersey Knit Shorts with pockets-Navy	ST310	\$20.50	\$922.50
65	65	Sport-Tek Dry Zone Long Sleeve Raglan T-Shirt	T473LS	\$18.50	\$1,202.50
		<i>Honor Guard</i>			
66	5	Flying Cross Wool Pants	32289	\$109.50	\$547.50
67	5	George Glove Co. Parade Gloves with Sure Grip PVC Palm Dots		\$9.00	\$45.00
68	5	Midway Cap Co. 8-pt Polyester Duty Cap		\$54.90	\$274.50
69	5	Midway Cap Co. Metal floral strap		\$21.60	\$108.00
70	5	Custom Style 500 Jacket w/Choker Collar		\$703.00	\$3,515.00

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANU-FACTURER #	UNIT PRICE	TOTAL
71	5	5.11 Tactical Men's Snag-free Performance short sleeve Polo	71049	\$45.00	\$225.00
72	5	Gould & Goodrich Shoulder Strap	H99	\$65.00	\$325.00
73	5	Gould & Goodrich Black Sliding Dee – High gloss/brass	H99DCLBR	\$19.55	\$97.75
74	5	Army Style Shoulder Cord – No Tip	501	\$10.79	\$53.95
75	5	Gould & Goodrich leather 2 Row Stitch Duty Belt	F/LB59	\$97.00	\$485.00
		<i>Property and Evidence</i>			
76	25	5.11 Tactical Black (019) or Navy (724) TacLite Pro Pants	74273	\$56.25	\$1,406.25
77	5	Red Kap Navy Shop Coat	KT30NV	\$39.00	\$987.50
78	5	SanMar ¼ Zip Sweatshirt		\$34.50	\$172.50
79	5	Port & Company Knit Watch Cap	CP90	\$4.50	\$22.50
80	25	Vertex Tan (TPN), Black (BKP), Red(RDP) polo shirt w/embroidered logo	VTX4000	\$51.30	\$1,282.50
81	5	5.11 Tactical 8" Atec Shield Zipper Composite Toe Boot		\$148.50	\$742.50
82	5	5.11 Tactical 6" Shield Side Zip Boot	12019	\$139.50	\$697.50
83	10	Edge Eyewear Safety Glasses		\$22.50	\$225.00
		<i>Bike Patrol/Motors</i>			
84	6	5.11 Bike Patrol Pant	45502	\$99.00	\$594.00
85	6	5.11 Tactical Bike Patrol Polo	71322	\$58.05	\$348.30
86	5	Danner Acadia 8" Waterproof Duty Boot	21210	\$386.95	\$1,934.75
87	5	Danner 8" Recon Insulated Boot	69410	\$395.95	\$1,979.75

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANUFACTURER #	UNIT PRICE	TOTAL
		<i>Insignias</i>			
88	50	Blackinton Silver S.P. collar brass	A7340	\$13.50	\$675.00
89	50	Blackinton Gold S.P. collar brass	A7340	\$13.50	\$675.00
90	20	Reeves Silver and Gold Name tags	69	\$23.00	\$460.00
91	6	Sgt Brass Chevrons small	J59	\$8.50	\$51.00
92	6	PFC Brass Chevrons small	J56	\$8.20	\$49.20
93	12	Lt. Bars/Shirt	J61	\$8.55	\$102.60
94	4	Blackinton Major Oak Leaf ¾	BD413	\$8.55	\$34.20
95	4	Chief Double Star Small	J100	\$13.40	\$53.60
96	4	Chief Triple Star Small	J102	\$19.30	\$77.20
97	5	Three Character 3/8" Collar Brass	CX492	\$13.50	\$67.50
98	5	Four Character 3/8" Collar Brass	CB643	\$18.05	\$90.25
		<i>Patches</i>			
99	200	SPD Shoulder Patch/artwork provided		Priced per request	
100	500	SPD Badge Patch/artwork provided		Priced per request	
101	100	Motor Wheel Patch	E750	\$3.15	\$315.00
102	200	Standard Royal Blue Chevrons Silver Trim PFC	5425C	\$3.15	\$630.00
103	200	Standard Royal Blue Chevrons Silver Trim SGT	5425S	\$3.15	\$630.00
104	50	Dark Gold on Black Service Bars		Priced per request	
105	50	Silver on Black Service Bars		Priced per request	
106	50	Specialty Patches/artwork provided		Priced per request	

LINE ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	MANUFACTURER #	UNIT PRICE	TOTAL
		<i>Accessories/Miscellaneous</i>			
107	10	Patent Leather Shoes	1180	\$76.50	\$765.00
108	10	Leather Gloves/K-9/ 5.11	59307	\$45.00	\$450.00
109	5	Flying Cross Command System 3 Polyester Trousers	32230	\$89.00	\$445.00
110	10	Replacement Belt Buckle	1020926	\$9.00	\$90.00
		<i>Molle Pouches for External Vest Carriers</i>			
111	50	5.11 Tactical Flex Admin Pouch	56429-019	\$32.40	\$1,620.00
112	50	Duty Double Handcuff Taco	41D002BK	\$56.70	\$2,835.00
113	50	HSG Multi Access Comm Taco molle Pouch	11MAC0BK	\$52.20	\$2,610.00
114	25	Stun Gun Taco Molle	11SG00BK	\$51.30	\$1,282.50
115	50	HSG Triple Pistol Taco Molle	11PT03BK	\$78.30	\$3,915.00
116	50	Flashlight or Baton Holder Molle	11EX00BK	\$34.20	\$1,710.00
117	50	HSG Taco Universal Single Mag Pouch	11PT00BK	\$31.50	\$1,575.00
118	50	HSG Handcuff Taco Mole Pouch	11DC00BK	\$39.60	\$1,980.00
119	25	5.11 Tactical VTAC 6X6 Utility Pouch	58713-019	\$28.80	\$720.00
120	25	5.11 Tactical Molle 6X6 Med Pouch	58715	\$32.40	\$810.00
121	10	HSGI Clips Short, 12 pack	TE1681 BLK	\$22.50	\$225.00
122	10	HSGI Clips Long, 12 pack	TE1974 BLK LNG	\$24.30	\$243.00
123	10	HSGI CLIPS LONG, 6 PACK	TE1681 BLK	\$24.30	\$243.00

DISCOUNT FROM MANUFACTURER RETAIL – ITEMS NOT SPECIFIED ABOVE

MANUFACTURER	% DISCOUNT
FECHEIMER/FLYING CORSS	10%
ELBECO	5%
High Speed Gear	5%
5.11	10%

Signature on Proposal acknowledges agreement to furnish the above items at the prices stated, subject to the conditions and requirements of this Request for Proposal.

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. Attach list if necessary.

NAME	ADDRESS	ZIP
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PLACE OF SALE

(List "place of sale" for the purpose of local sales tax, i.e. outlet at which or from which delivery is made to the City of Spokane.)

NAME	ADDRESS	ZIP
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Galls, LLC	1306 N. Howard, Spokane, WA 99201	
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ATTACHMENT B

MINIMUM SPECIFICATION FORM

The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award in a manner that is most advantageous to the continued operation of the City. Items identified as equivalent will be evaluated by the City and City will determine if item meets specifications. A sample uniform must be provided at no cost upon request if the City determines the need during evaluation of Proposals.

A. “To Be Supplied” Column

Vendor will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance given.

B. “Exceptions” Column

Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number) if there is not adequate space on table below.

MINIMUM SPECIFICATION TABLE				
LINE ITEM	NAME AND DESCRIPTION	MANU-FACTURER #	TO BE SUPPLIED	EXCEPTIONS
	<i>Men’s Formal/Class A Uniform</i>			
1	LAPD 100% Wool Pant w/Sap Pocket	32289	X	
2	LAPD Polyester Pan, no Wool	32221	X	
3	LAPD 100% Wool Long Sleeve Shirt	20W9586	X	
4	LAPD 100% Wool Short Sleeve Shirt	70R9586	X	
5	LAPD Poly Blend no Wool Long Sleeve	48W6686	X	
6	LAPD Poly Blend no Wool Short Sleeve	98R6686	X	
7	Blue Poly Blend/navy Trim Short Sleeve		X	
8	Blue Poly Blend/navy Trim Long Sleeve		X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
9	Elbeco CX360 Long Sleeve Shirt	3524	X	
10	Elbeco CX360 Short Sleeve Shirt	3594	X	
11	Elbeco CX360 5 Pocket Pants	E3424R	X	
12	Samuel Broome Polyester Clip on Tie w/button holes	45015	X	
13	Elbeco Distinction Series Men's Long Sleeve	4424	X	
14	Elbeco Distinction Series Men's 6 Pocket Pants	E454R	X	
15	Elbeco Distinction Series Men's Short Sleeve	8840N	X	
	<i>Women's Formal/Class A Uniform</i>			
16	LAPD 100% Wool Pant w/Sap Pocket	35289	X	
17	LAPD Polyester Pant No Wool pant	35233	X	
18	LAPD 100% Wool Long Sleeve Shirt	120W9586	X	
19	LAPD 100% Wool Short Sleeve Shirt	170R9586	X	
20	LAPD Poly Blend no Wool Long Sleeve	204W6686	X	
21	LAPD Poly Blend no Wool Short Sleeve	254R6686	X	
22	Elbeco CX360 Women's 5-Pocket Pants	E343LC	X	
23	Elbeco CX360 Women's Long Sleeve	3504LC	X	
24	Elbeco Women's Short Sleeve	3514LC	X	
25	Elbeco Distinction Series Women's Long Sleeve	4434LC	X	
26	<i>Elbeco Distinction Series Women's short sleeve</i>	9840LCN	X	
27	Elbeco Distinction Series Women's 6 Pocket Pants	E9454LC	X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
	<i>Outerwear</i>			
28	Soft Shell Jacket		X	
29	Port Authority Soft Shell Core Jacket	J317	X	
30	Eddie Blauer Ladies rugged rip stop soft shelled jacket		X	
31	5.11 Tactical ANSI Class III Reversible Jacket		X	
32	5.11 Tactical Sabre Jacket	58112	X	
33	Richardson Pro Wool Flexfit Baseball Cap	585	X	
34	Richardson Embroidered Baseball Cap	5140	X	
	<i>Tac Team/EDU/Hostage/SWAT</i>			
35	Tru-Spec Nylon/Cotton ¼ Zip Tactical Response Combat Shirt	2539024	X	
36	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	X	
37	Vertx 37.5 Men's Combat Shirt			Vertx F1 XTX1910
38	Tru-spec Tru Combat Shirt	78902	X	
39	5.11 Mens Ridge Pant	74520	X	
40	Tru-Spec 24-7 Ops Tac T-shirt	4296005	X	
41	5.11 Tactical Bike Patrol Pants	45502-019	X	
42	5.11 Tactical Apex Pants	74434	X	
43	Vertx Phantom LT2.0 Tactical Pants	F1 VTX8001		Vertx TR2999
44	5.11 Tactical Cotton Canvas Long Sleeve Shirt	72157	X	
45	5.11 Valiant Duty Jacket	48153	X	
46	5.11 Tactical Men's Snag-Free Performance Short Sleeve Polo	71049	X	
47	5.11 Tactical Women's Snag-Free Performance Polo	61165	X	

	MINIMUM SPECIFICATION TABLE			
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
48	5.11 Tactical Stryke Dark Brown Pant with FlexTac	74369	X	
49	5.11 Tactical Apex Women's Pants	64446	X	
50	5.11 Tactical Women's Stryke Pants	64386	X	
51	5.11 Tactical Rapid Assault Long Sleeve Shirt Black Color	72185	X	
52	5.11 Tactical Stryke TDU Pant	74433		5.11 TR3142
53	5.11 Tactical Multicam TDU Pant	74350	X	
54	Balaclava Lightweight Headwear with Nomex	333005	X	
55	Nomex BDU Shirt/Pant Set		X	
56	Gortex Camo Jacket		X	Digital Woodland color: \$116.99 Multicam color: \$184.50
57	Gortex Camo Pant		X	Digital Woodland color: \$77.39 Multicam color: \$126.00
	<i>BLEA Clothing</i>			
58	Red Kap Utility Uniform Short Sleeve Shirt Blue	ST62NV	X	
59	5.11 TDU Tactical Pants Blue Rip Stop	74003	X	
60	5.11 Women's TDU Tactical Pants	64359	X	
61	Hanes Short Sleeve Beefy T-Shirt White	5180	X	
62	Jerzees Crewneck Sweatshirt Long Sleeve Navy	562M	X	
63	Jerzees NuBlend Sweatpants-Navy	973M	X	
64	Sport-Tek Jersey Knit Shorts with pockets-Navy	ST310	X	
65	Sport-Tek Dry Zone Long Sleeve Raglin T-Shirt	T473LS	X	
	<i>Honor Guard</i>			

MINIMUM SPECIFICATION TABLE				
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
66	Flying Cross Wool Pants	32289	X	
67	George Glove Co. Parade Gloves with Sure Grip PVC Palm Dots		X	
68	Midway Cap Co. 8-pt Polyester Duty Cap		X	
69	Midway Cap Co. Metal floral strap		X	
70	Custom Style 500 Jacket w/Choker Collar		X	
71	5.11 Tactical Men's Snag-free Performance short sleeve Polo	71049	X	
72	Gould & Goodrich Shoulder Strap	H99	X	
73	Gould & Goodrich Black Sliding Dee – High gloss/brass	H99DCLBR	X	
74	Army Style Shoulder Cord – No Tip	501	X	
75	Gould & Goodrich leather 2 Row Stitch Duty Belt	F/LB59	X	
	<i>Property and Evidence</i>			
76	5.11 Tactical Black (019) or Navy (724) TacLite Pro Pants	74273	X	
77	Red Kap Navy Shop Coat	KT30NV	X	
78	SanMar ¼ Zip Sweatshirt		X	
79	Port & Company Knit Watch Cap	CP90	X	
80	Vertex Tan (TPN), Black (BKP), Red(RDP) polo shirt w/embroidered logo	VTX4000	X	Logo and shirt will be invoiced separately
81	5.11 Tactical 8" Atec Shield Zipper Composite Toe Boot		X	
82	5.11 Tactical 6" Shield Side Zip Boot	12019	X	
83	Edge Eyewear Safety Glasses		X	

MINIMUM SPECIFICATION TABLE				
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
	<i>Bike Patrol/Motors</i>			
84	5.11 Bike Patrol Pant	45502	X	
85	5.11 Tactical Bike Patrol Polo	71322	X	
86	Danner Acadia 8" Waterproof Duty Boot	21210	X	
87	Danner 8" Recon Insulated Boot	69410	X	
	<i>Insignias</i>			
88	Blackinton Silver S.P. collar brass	A7340	X	
89	Blackinton Gold S.P. collar brass	A7340	X	
90	Reeves Silver and Gold Name tags	69	X	
91	Sgt Brass Chevrons small	J59	X	
92	PFC Brass Chevrons small	J56	X	
93	Lt. Bars/Shirt	J61	X	
94	Blackinton Major Oak Leaf ¾	BD413	X	
95	Chief Double Star Small	J100	X	
96	Chief Triple Star Small	J102	X	
97	Three Character 3/8" Collar Brass	CX492	X	
98	Four Character 3/8" Collar Brass	CB643	X	
	<i>Patches</i>			
99	SPD Shoulder Patch/artwork provided		X	***See below
100	SPD Badge Patch/artwork provided		X	***See below
101	Motor Wheel Patch	E750	X	

***Requires a separate quote at the time of order. Prices vary based on quantity, size and the intricacy of design of the particular emblem in question.

MINIMUM SPECIFICATION TABLE				
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
102	Standard Royal Blue Chevrons Silver Trim PFC	5425C	X	
103	Standard Royal Blue Chevrons Silver Trim SGT	5425S	X	
104	Dark Gold on Black Service Bars		X	***See below
105	Silver on Black Service Bars		X	***See below
106	Specialty Patches/artwork provided		X	***See below
<i>Accessories/Miscellaneous</i>				
107	Patent Leather Shoes	1180	X	
108	Leather Gloves/K-9/ 5.11	59307		5.11 GL1267
109	Flying Cross Command System 3 Polyester Trousers	32230	X	
110	Replacement Belt Buckle	1020926	X	
<i>Molle Pouches for External Vest Carriers</i>				
111	5.11 Tactical Flex Admin Pouch	56429-019	X	
112	Duty Double Handcuff Taco	41D002BK	X	
113	HSG Multi Access Comm Taco molle Pouch	11MAC0BK	X	
114	Stun Gun Taco Molle	11SG00BK	X	
115	HSG Triple Pistol Taco Molle	11PT03BK	X	
116	Flashlight or Baton Holder Molle	11EX00BK	X	
117	HSG Taco Universal Single Mag Pouch	11PT00BK	X	
118	HSG Handcuff Taco Mole Pouch	11DC00BK	X	
119	5.11 Tactical VTAC 6X6 Utility Pouch	58713-019	X	
120	5.11 Tactical Molle 6X6 Med Pouch	58715	X	

***Requires a separate quote at the time of order. Prices vary based on quantity, size and the intricacy of design of the particular emblem in question.

MINIMUM SPECIFICATION TABLE				
LINE ITEM	NAME AND DESCRIPTION	MANUFACTURER #	TO BE SUPPLIED	EXCEPTIONS
121	HSGI Clips Short, 12 pack	TE1681 BLK	X	
122	HSGI Clips Long, 12 pack	TE1974 BLK LNG	X	
123	HSGI CLIPS LONG, 6 PACK	TE1681 BLK	X	
	<i>Sewing and Alterations</i>			
124	Sew on 2 Shoulder Patches on Coats		X	
125	Sew on 2 Shoulder Patches on Shirts		X	
126	Alter Trouser Length		X	
127	Alter Waist		X	
128	Sew on Belt Loops		X	
129	Sew on Chevrons/Longevity strips		X	
130	Alter Sleeve Length		X	
131	Sew on Cloth Badge to Coat		X	
132	Repair holes, inseams, zippers		X	Price for inseam repair is separate from hole and zipper repair



Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

October 17, 2022

Attention: Accounts Payable Department
RE: Change in Remittance Instructions

Dear Valued Customer:

To simplify our business processes, we are consolidating our banking facilities effective November 1st, 2022. Please send all payments and remittances to the following location:

For Electronic Payments:

Bank of America
ACH Routing Number: 125000024
Wire Routing Number: 026009593
SWIFT Code: BOFAUS3N
Account Number: 138110443128
Remittance to Cash@Galls.com

Regular Mail:

Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

For Overnight Delivery:

Galls LLC
c/o: Bank of America Lockbox Services
Lockbox 505614
800 Market Street. 4th Floor
St. Louis, MO 63101

Please make the necessary changes to your records so that payments issued after November 1st, 2022, are sent to the new remittance location. For questions, please contact the Galls' AR Department at the following number or email address; 866-286-1360 or AR@Galls.com.

Thanks in advance for your cooperation.

A handwritten signature in black ink, appearing to read 'Dustin McDulin'.

Dustin McDulin
Chief Financial Officer
Galls, LLC

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Galls Parent Holdings, LLC		
	2 Business name/disregarded entity name, if different from above Galls, LLC (FEIN 20-3545989)		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 1340 RUSSELL CAVE ROAD		Requester's name and address (optional)
6 City, state, and ZIP code LEXINGTON, KY 40505			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2	-	4	0	9	9	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶	1/2/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls, LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls, LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

A handwritten signature in blue ink, appearing to read 'Dustin McDulin', written over a horizontal line.

Dustin McDulin

Chief Financial Officer



< Business Lookup

License Information:

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

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address: 1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address: 140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

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

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

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issue
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Endorsements held	License #	Count	Details	Status	Expiration	First issue
Anacortes General Business - Non-Resident				Active	Dec-31-21	Feb-06-20
Bellingham General Business	055346			Active		Jan-27-20
Clyde Hill General Business - Non-Resident				Active	Dec-31-21	Feb-03-20
DuPont General Business - Non-Resident	2981			Active	Dec-31-21	Jan-28-20
Duvall General Business - Non-Resident				Active	Dec-31-21	Jan-29-20
Gig Harbor General Business - Non-Resident				Active	Dec-31-21	Jan-28-20
Issaquah General Business - Non-Resident				Active	Dec-31-21	Jan-28-20
Lacey General Business - Non-Resident	24514			Active	Dec-31-21	Jan-07-20
Longview General Business - Non-Resident	279761			Active	Dec-31-21	Feb-04-20
Marysville General Business - Non-	7227RET5			Active	Dec-31-21	Feb-12-20



Endorsements held	License #	Count	Details	Status	Expiration	First issue
Resident						
Olympia General Business - Non-Resident	28797			Active	Dec-31-21	Jan-28-20
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-21	Feb-02-20
Sedro Woolley General Business - Non-Resident				Active	Dec-31-21	Jan-28-20
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-21	Feb-06-20

Governing People May include governing people not registered with Secretary of State

Governing people	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022



Registered trade names	Status	First issued
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

[View Additional Locations](#)

The Business Lookup information is updated
nightly. Search date and time: 3/19/2024 10:03:08
AM

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Date Rec'd 3/12/2024

Clerk's File # OPR 2021-0257

Renews #

Cross Ref #

Council Meeting Date: 04/15/2024

Submitting Dept	FIRE	Project #	
------------------------	------	------------------	--

Contact Name/Phone	TOM WILLIAMS (509)625-7002	Bid #	
---------------------------	----------------------------	--------------	--

Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG	Requisition #	CR26095
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON	BWILKERSON	MCATHCART
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Agenda Item Name	1970 - INFOR CAD SOFTWARE RENEWAL WITH ADDITIONAL LICENSES		
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Agenda Wording

Contract Renewal with Infor Public Sector, Inc. to provide annual contract maintenance of the Fire Computer Aided Dispatch System. Four additional EnRoute Mobile Client licenses are being added with this renewal.

Summary (Background)

This is a one-year renewal of a five-year sole source resolution with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire Computer Aided Dispatch system which covers maintenance fees and non-Microsoft software licenses. Four additional mobile licenses, to be paid by Spokane Fire, will be added this year for use at Spokane Fire. Contract period is May 1, 2024 through April 30, 2025. The annual cost is \$99,545.35 of which Spokane Fire is responsible for \$10,702.21.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 99,545.35
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Current Year Cost	\$ 99,545.35
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Subsequent Year(s) Cost	\$ N/A
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Narrative

Spokane Fire will be reimbursed by Spokane Regional Emergency Communications for approximately \$88,843.14 as this software is utilized for fire/emergency medical services dispatching services. Renewals are the responsibility of Spokane Regional Emergency.

Amount

Budget Account

Expense	\$ 99,545.35	# 1970-35142-22100-54820-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	WILLIAMS, TOM M.
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Edward Foley - signer (edward.foley@infor.com)	Shawna Wagner - review
sraymon@spokanecity.org	fireaccounting @spokanecity.org
kschmitt@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8 th , 2024
Submitting Department	Fire
Contact Name	Tom Williams
Contact Email & Phone	tmwilliams@spokanefire.org 509-625-7002
Council Sponsor(s)	Councilmember Dillion, Council President Wilkerson, Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Infor CAD Software Renewal with Additional Licenses
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD.</p> <p>Contract period is for May 1, 2024 through April 30, 2025. Annual cost of \$99,545.35, of which \$10,702.21 Spokane Fire is responsible and remaining balance to be reimbursed by Spokane Regional Emergency Communications (SREC). This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032.</p> <p>System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The agreement is codified through an IT Services agreement between Spokane Fire Department and SREC.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$99,545.35</u></p> <p> Current year cost: \$99,545.35</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Spokane Fire will be reimbursed by SREC for approximately \$88,843.14 as this software is utilized for fire/EMS dispatching services. Future renewals will be the responsibility of SREC.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

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?



Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: Dusty Patrick

03 Jan 2024

Renewal Notification

Notification No : 8087 Account ID : 103 Spokane Fire Department

Your Subscription / Maintenance agreement will soon be due for renewal. Please find enclosed a summary of the renewal details for the upcoming term.

By renewing your Subscription / Maintenance agreement, you will continue to receive valuable access to Support, the latest product enhancements and fixes, and Knowledge Bases. All of this information can be accessed via Infor Concierge, a powerful self-service tool built for customers to simplify access to important sites, content, and resources.

Your success is at the fore front of our minds, and we will:

- Provide software that responds to your needs, and ensures that you have the right features to meet your business requirements.
- Maintain a wide variety of fully-connected solutions to improve performance in every aspect of your business.
- Develop and deliver next generation technology so that your business can stay flexible and responsive in all business conditions.
- Build applications on reliable, current, standard technologies to give you maximum performance, stability, and compatibility with other products.
- Ensure that upgrades are delivered in a non-disruptive way.

You have been identified as a main contact in our database and we want to ensure our records are current and that the right person in your company receives your invoice in a timely fashion. Please take a few minutes to complete the information on the next page and return it by fax or email at your earliest convenience. If you require a purchase order number on your invoice for easier processing, please enclose a copy of your purchase order.

Your Subscription / Maintenance renewal will be issued in the coming days in accordance with our terms and conditions.

If you want to learn about exciting new enhancements to your software, or if you have questions regarding this renewal, please do not hesitate to contact me.

Thank you for being a valued customer. We appreciate your business.

Regards,

Shawna Wagner

Subscription Services Manager

Phone : +14704815238

e-mail : Shawna.Wagner@infor.com



Notification No	Notification Date
P - 8087-US06A	01/03/2024

Renewal Notification

For the attention of:

Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: Dusty Patrick

Deliver to: Please Verify Addresses
 Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: License Site

Bill To : Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: Dusty Patrick

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	3,988.31
Paging Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	4,651.90
Encoder Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	4,696.23
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	5,583.31
DF/AD Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	3,544.78
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	13,824.35
Locution Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	1,756.04
FireHouse Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	1,340.78
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2024	04/30/2025	11,157.73
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2024	04/30/2025	8,926.16
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2024	04/30/2025	5,191.04
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	6,490.83
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	4,178.39
EnRoute Mobile Client	Spokane	PROD	1	40	05/01/2024	04/30/2025	9,072.30
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	05/01/2024	04/30/2025	0.00



Notification No	Notification Date
P - 8087-US06A	01/03/2024

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
CAD Seat Lite	Spokane	PROD	1	2	05/01/2024	04/30/2025	2,270.90
EnRoute CAD Seats Only	Spokane	PROD	1	2	05/01/2024	04/30/2025	252.32
US Digital Fire Station Alerting Interface	Spokane	PROD	1	1	05/01/2024	04/30/2025	3,654.40
EnRoute Mobile Client	Spokane	PROD	1	4	05/01/2024	04/30/2025	746.24
TAX(Type RE - WA)							8,219.34

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.Wagner@infor.com

Net	Tax	Total:
91,326.01	8,219.34	99,545.35

We hereby give you notice that your maintenance is scheduled to renew for the dates detailed above. You will be invoiced prior to the start of this renewal term and payment is due prior to your current expiry date to ensure continued support.

Our Purchase Order is enclosed.

Our Purchase Order number is _____

No PO is required

Renewal Total	USD	99,545.35
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13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

**AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-25**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** (“Infor”) and **Spokane Fire Department** (“Customer”) shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for the term, commencing May 1, 2024 and terminating April 30, 2025. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-25 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by
Spokane Fire Department:**

**Accepted by
Infor Public Sector, Inc.:**

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Date

Date

Approved as to form:

Assistant City Attorney



License Information:

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

Entity name:	INFOR PUBLIC SECTOR, INC.
Business name:	INFOR PUBLIC SECTOR, INC.
Entity type:	Profit Corporation
UBI #:	602-085-270
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	13560 MORRIS RD STE 4100 ALPHARETTA GA 30004-8995
Mailing address:	13560 MORRIS RD STE 4100 ALPHARETTA GA 30004-8995



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	033040			Active		Nov-15-2005
Kirkland General Business - Non-Resident	OBL28029			On Hold	Mar-31-2024	Feb-04-2019
Spokane General Business - Non-Resident				Active	Mar-31-2024	Feb-14-2014

Governing People May include governing people not registered with Secretary of State

Governing people	Title
FLAMINI, MATTHEW	
HYLTON, ANDRE P	
PRITCHARD, LINDSAY	
SAMUELSON, KEVIN	



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/27/2023 8:10:07 AM

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ACTION TARGET PROPOSAL

Spokane Police

GSA Account #GS-07F-04824

Quotation Number: 144501

Prepared by: Scott DeSanti



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING

(10) Fixed Turning Target Stand with Lights	\$60,100.00
<ul style="list-style-type: none">Reliable and low maintenance Electric Turning Target with on-board lightingQuiet Turning to prevent shooters from anticipating turning360 degree turning capability for shoot/no shoot scenariosFull length AR500 ballistic shields included(1) Wireless downrange tablet controls with Touch Screen(1) Master control tablet with touch screen	
Installation and Shipping	
Includes Field Support Installation - Customer to provide (2) skilled workers to assist ATI Foreman on the install. Estimated (5) days.	
<ul style="list-style-type: none">Assumes forklift access to rangeAccess to range requires verificationIncludes Shipping to destination	
<hr/>	
Trusted Partner 3 Year Warranty	\$0.00
<ul style="list-style-type: none">Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	
 * See below for detail	
<hr/>	
Sales Tax	\$5,409.00
<hr/>	
Total	\$65,509.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE	1-05-2024
PROPOSAL VALIDITY	30 days from 1-05-2024
PAYMENT TERMS	<ol style="list-style-type: none">1. PO with Milestones2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.
Steel Pricing Terms	The Parties acknowledge that the Total Contract Price includes an estimated costs for steel to be utilized in the ATI equipment being provided as part of this Agreement. If the actual price for steel at the time ATI orders the steel for this project is less than the amounts estimated in the current Total Contract Price, ATI agrees to adjust the Total Contract Price accordingly and credit Customer the difference. ATI will utilize the "Notice to Proceed" as the time frame to asses the cost of steel for the project, including Industry Indexes and then current quotes from ATI's steel suppliers.
HVAC Terms	If any changes to scope, design, or layout are requested by the Customer which require a change to be made to the HVAC equipment ordered after the contract execution, customer agrees to pay ATI for any increased costs incurred from such changes. Also, if drawings are not approved by customer within five (5) months of signed contract, customer agrees to pay ATI the difference in HVAC equipment pricing. Current HVAC equipment cost increases estimated to be between 2% and 5% per month. "
SHIPPING TERMS	<ol style="list-style-type: none">1. FOB destination: prepaid.2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.
DELIVERY & INSTALLATION TERMS	<ol style="list-style-type: none">1. Manufacturing shall take no fewer than 14 weeks weeks.2. Factory Certified Installestimated 5-days.working days.3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

**CUSTOMER
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
 2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
 3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
 4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
 5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
 6. Structural work of any kind, including structural supports, canopies, etc.
 7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
 8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
 9. Temporary lighting and power (including 3 phase, if necessary).
 10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
 11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
 12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
 13. Range lighting controls and wiring. (unless specifically called out in quote)
 14. Gas, water, and drain piping to the ventilation equipment set by ATI;
 15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
 16. Additional fees related to "customization" of product or work otherwise identified as "custom".
 17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
 18. Any other work, materials or equipment that is not expressly included in the ATI Work.
 19. Disposal of construction waste.
 20. Wash area and restroom facilities.
-

**ACTION TARGET
RESPONSIBILITIES**

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS &
CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

MEET YOUR ACTION TARGET TEAM

Action Target's approach to projects as such is to form cross-functional teams to ensure a timeliness and accuracy from the bidding phase through delivery and warranty. The primary team responsible for the production, delivery, and installation of your range is as follows:



**SCOTT DESANTI, RANGE
CONSULTANT - scottd@actiontarget.com**

Scott is Action Target's range consultant for the Northwestern United States. He assists the team by evaluating shooting range needs and providing detailed building requirements, range drawings, and precise budgets for range equipment. With 30 years of experience in sales and management, Scott has been a strong asset to Action Target since he joined the company in 2011.

Notable range projects: Altoona PD, Spokane County, Portland PD, Seattle PD, Sioux Falls PD, Council Bluffs PD. Calgary Police, Vancouver Tactical Training Center, Idaho National Lab, Hanford DOE, Washington County Public Safety, RCMP Western Regional Training Center, RCMP Regina Academy, Spokane PD Outdoor Range.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE

ActionTarget.com/TrustedPartnerWarranty



FIXED TURNING TARGET STAND

VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic

Front deflector is built from 3/8" AR500 steel to protect internal components.

Rugged Clamp

The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

On-Board Lighting

Optional lighting provides red, blue, and white strobes as well as three intensities of white.

Extreme Weather

Functional in both indoor and outdoor conditions including sub-zero temperatures.

Connected

Integrates with our range control software for advanced features and functionality.



LEARN MORE

ActionTarget.com/Fixed-Turning-Target-Stand

FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance



AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply **Schedule 084: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.**

FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services.

CONTRACT NUMBER: GS-07F-0482Y

CONTRACT PERIOD: July 18, 2017 - July 17, 2022

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Action Target Inc.
Product and Sales Contact:
Holly Shumway
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-705-9181
E-Mail: contracting@actiontarget.com

CONTRACTOR'S ADMINISTRATION SOURCE:
Action Target Inc.
Holly Shumway
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-705-9181
E-Mail: contracting@actiontarget.com

BUSINESS SIZE: Small Business Concern

Socioeconomic Indicators: small business



CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION:

337215 FIREARMS CARE

339920 TARGET SYSTEMS/RANGE ACCESSORIES

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

SIN DESCRIPTION PRICE

337215 AMP 114 \$1.29

339920 IRA 436 \$.70

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

337215 max order is \$250,000

339920 max order is \$250,000

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Both domestic and overseas delivery (Worldwide)

5. POINT(S) OF PRODUCTION: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563



6. DISCOUNT FROM LIST PRICES: Basic discount of 3% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67

7. QUANTITY DISCOUNT(S): +1% for orders over \$900,000

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: 144 DARO

11b. EXPEDITED DELIVERY: Contact the Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: If available, contact the Contractor for rates.

Action Target, Inc. Contract Number GS-07F-0482Y

11d. URGENT REQUIRMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination or a port in the lower 48 states (when shipping to AK, HI, PR or overseas).

13a. ORDERING ADDRESS: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

15. WARRANTY PROVISION: Standard 1 Year Commercial Warranty.



16. EXPORT PACKING CHARGES: *Not applicable*

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level may be inserted by contractor)

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT:

25. DUNS NUMBER: 361158918

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM): Registration valid until March 10, 2022

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8 th , 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jamacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillion, Cathcart, and Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SPD Target Turning System
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department would like to make a purchase without contract with Action Target, Inc., using GSA Cooperative contract #GS-07F-04824, for the purchase and installation of a Fixed Target turning system for the SPD Rifle range.</p> <p>The department previously completed the purchase and installation of new target system on the handgun portion of the firing range.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$65,509</u></p> <p> Current year cost: \$65,509</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>This item was planned and funded in SPD's 2024 capital improvement plan.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? SIP funded</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
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?



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Date Rec'd

3/28/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/15/2024

Submitting Dept

FIRE

Project #

Contact Name/Phone

DAVID (09)435-7080

Bid #

Contact E-Mail

DSTOCKDILL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

PRE-APPROVAL FOR FIRE HOSE PURCHASE

Agenda Wording

This purchase is for fire hose to equip four (4) new pumper trucks and replace older hose reaching end of its service life throughout the fleet.

Summary (Background)

This purchase is for all varieties of hose and related components Spokane Fire utilizes in fire suppression activities. Spokane Fire is finalizing the exact specifications and quantities for each type of hose but with lead times approaching 6 months, we are requesting advance approval so the hose can be ordered with minimum delay. In order to obtain the best pricing, hose will be purchased using pre-negotiated Federal or State purchase contracts or via competitive bidding.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 450,000

Current Year Cost \$ 450,000

Subsequent Year(s) Cost \$ 80,000

Narrative

Orders will be a mixture of new hose for new pumpers, paid with American Rescue Plan Act funds, and replacement of existing hose that has reached the end of its useful life, paid with Fire/Emergency Medical Services funds.

Amount

Budget Account

Expense \$ 450,0000

VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

O'BERG, JULIE

Division Director

O'BERG, JULIE

Accounting Manager

SCHMITT, KEVIN

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

David Stockdill dstockdill@spokanecity.org

Kevin Schmitt kschmitt@spokanecity.org

SFD Accounting sfdaccounting@spokanecity.org

Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Fire
Contact Name	David Stockdill
Contact Email & Phone	dstockdill@spokanecity.org (509) 435-7080
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Approval for Fire Hose Purchase
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Fire needs a significant quantity of new fire hose to equip (4) new pumper trucks and to replace older hose that is reaching the end of its service life throughout the fleet.</p> <p>This purchase is for all varieties of hose and related components (nozzles, adapters, connectors etc.) that SFD utilizes in fire suppression activities, for example, large diameter supply hose, attack hose, and wildland hose. SFD is finalizing the exact specifications and quantities for each type of hose but with lead times approaching 6 months, SFD is requesting advance approval so that hose can be ordered with minimum delay. In order to obtain the best pricing, hose will be purchased using pre-negotiated Federal or State purchase contracts or via competitive bidding. SFD is requesting advance approval to purchase this fire hose and related components in an amount not to exceed \$450,000.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$450,000 Current year cost: \$450,000 Subsequent year(s) cost: \$80,000</p> <p>Narrative: <u>In 2022, ORD C36201 authorized the use of ARPA funds towards the purchase and outfitting of 4 new pumper trucks; to include fire hoses. Orders will be a mixture of new hose for new pumpers, paid with ARPA, and replacement of existing hose that has reached the end of its useful life, paid with Fire/EMS funds.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? Funding will be a combination of authorized ARPA funds and Fire/EMS operating funds.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this request for approval is for equipment purchase.	

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 – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Consent**Date Rec'd**

3/28/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

FIRE

Project #**Contact Name/Phone**

JULIE O'BERG (509)625-7001

Bid #**Contact E-Mail**

JOBORG@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

1970 2024 FOREST LAND AGREEMENT WITH DEPARTMENT OF NATURAL

Agenda Wording

Forest Land Agreement with Department of Natural Resources to provide ongoing assistance efforts under the authority of Revised Code of WA 76.04.134 and chapter 39.34 Revised Code of WA.

Summary (Background)

The purpose of the agreement is to provide coordination and cooperation between the Spokane Fire Department and Washington State Department of Natural Resources in the control and suppression of forest land fire in or adjacent to their areas of responsibilities in wildland fire management suppression activities. This is an updated agreement of the 1993 interlocal agreement and continues for five years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Spokane Fire will provide Dept of Natural Resources with employees and equipment for regional fire suppression. Dept of Natural Resources reimburses the City for the total cost of compensation for the members and equipment while they're mobilized.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	O'BERG, JULIE
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

Distribution List

Pat Ryan pat.ryan@dnr.wa.gov	Tim Love tim.love@dnr.wa.gov
Julie O'Berg joberg@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	April 8, 2024
Submitting Department	Fire
Contact Name	Julie O’Berg
Contact Email & Phone	joberg@spokanecity.org (509)625-7001
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart, Paul Dillon
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Forest Land Agreement with DNR
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This agreement provides ongoing mutual assistance efforts under the authority of RCW 76.04.134 and chapter 39.34 RCW. The purpose of the agreement is to provide coordination and cooperation between the Spokane Fire Department and Washington State Department of Natural Resources in the control and suppression of forest land fire in or adjacent to their areas of responsibilities in wildland fire management suppression activities. This is an updated agreement of the 1993 interlocal agreement and continues for five years.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>The Spokane Fire Department will provide DNR with employees and equipment for regional fire suppression. DNR reimburses the City for the total cost of compensation for the members and equipment while they’re mobilized.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>No impacts anticipated to these communities.</p>	

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?

SFD staff engage with DNR staff to determine potential improvements.

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?
Goal #1 Reduce the number and severity of emergency incidents. Goal #2 Foster an environment conducive to the safety and health of us all. Goal #6 Maintain and grow collaborative relationships with community partners that will enhance our service to the customer.



WILDFIRE

FORESTLAND RESPONSE AGREEMENT DEPARTMENT OF NATURAL RESOURCES (DNR) NO. 93-106537

PI: 221, 222, 223

Funding Source: State

Grant Funded: Yes No

Procurement method: Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

This Agreement is entered into between the state of Washington, Department of Natural Resources, Northeast Region, hereinafter referred to as “DNR or AGENCY”, and the below named Fire Protection District/Department, hereinafter referred to as District/Department.”

City of Spokane Fire Department

44 West Riverside Ave.

Spokane, WA 99201

Phone: 509-625-7000

Email: joberg@spokanefire.org

Statewide Vendor # (SWV): SWV0003387

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1. Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service

District/Department jurisdictional boundaries for wildfire and prescribed (RX) fire dispatch.

2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.
3. **Term.** The term of this agreement is 04/02/2024, or date of execution, whichever is later, through 04/02/2029.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy.
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.

7. Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command, and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented, and payment authorized (see Section 11 and 12 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.
- (3) **Prescribed (RX) Fire Dispatch:** See Attachment A – Operational Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein. The guidelines for Fire Dispatch are the same, whether that be for a Wildland Fire Incident or Prescribed Fire.

- 10. Fire Investigation:** The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires

originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.
- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**

- (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
- (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.

(2) DNR Dispatch:

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

- 14. Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000

Each Occurrence Limit

\$2,000,000

- (2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:
 - a. "Any Auto" (Symbol 1).
 - b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
 - c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
 - d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.
15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
16. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between the dates of January 1 and March 1 of

any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

- 18. Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

- 19. Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
- 20. Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
- 21. Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
- 22. Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf
- 24. Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 25. Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
- 26. Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.
- 27. Agreement Managers:**

DNR AGREEMENT MANAGER	
Name:	Ben Lippert
Title:	East Zone Fire Manager
Address:	225 S. Silke Rd
City/State/Zip:	Colville, WA 99114
Phone:	509-684-7474
Email:	ben.lippert@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Julie O'Berg
Title: Fire Chief
Address: 44 W. Riverside Ave.
City/State/Zip: Spokane, WA 99201
Phone: 509-625-7000
Email: joberg@spokanefire.org

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

**STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES**

Signature Date

Printed Name

Title

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

Operation Guidelines
Resources ordered through the DNR Region or Division for
Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement.

- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in NWCG PMS 310-1;

- 2) To keep equipment and personnel status current in the Interagency Resource Ordering Capability (IROC) by selecting option a. or b. below. List available resources on the following resource list addendum. (Check one):
 - a. With DNR Region approval, DNR Region will give Web-Status rights to IROC for district employees. It is the employee's responsibility to ensure that their status is accurate.

 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildland Fire Management Division in order to ensure statewide readiness.

- 3) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demobilized under State Fire Mobilization, demobilization & ETA home from incidents dispatched thru DNR, etc.);

- 4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 6) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 8) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 9) Only utilize agency owned vehicles or procured rental vehicles on the fireline or off-road.

DNR agrees to:

- 1) Assist the District/Department with updating status of IMT members in IROC;
- 2) Maintain IQS records for District/Department personnel with NWCG PMS 310-1 wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

	Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Equipment Resources

			Rate / Negotiated Rate*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Date Rec'd

3/28/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept

FIRE

Project #

Contact Name/Phone

DAVID (509)435-7080

Bid #

Contact E-Mail

DSTOCKDILL@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 CONTRACT RENEWAL WITH CONTROL SOLUTIONS NORTHWEST FOR

Agenda Wording

The original three-year contract with Control Solutions Northwest included two one-year renewals. Spokane Fire would like to renew this contract for the final year, 2024-2025, in the amount of \$90,000.

Summary (Background)

A multi-year master contract (OPR 2020-0604, RES 2020-0052) was established in July 2020 with Control Solutions Northwest for monitoring, servicing and repair of heating, ventilation and air conditioning equipment at Dispatch, Fire Training and Fire Maintenance. The original three-year contract included two, one-year renewals. Spokane Fire would like to renew this contract for the final year, 2024-2025, in the amount of \$90,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 90,000

Current Year Cost \$ 90,000

Subsequent Year(s) Cost \$ Final renewal of this contract, anticipate \$90,000/yr. for the next contract.

Narrative

Programmed in Fire/EMS facilities budget.

Amount

Budget Account

Expense \$ 90,000

VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Fire
Contact Name	David Stockdill
Contact Email & Phone	dstockdill@spokanecity.org (509) 435-7080
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal with Control Solutions Northwest for HVAC services
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A multi-year master contract (OPR 2020-0604, RES 2020-0052) was established in July 2020 with Control Solutions Northwest for monitoring, servicing and repair of HVAC equipment at Dispatch, SFD Training and SFD Maintenance. The original three-year contract included two, one-year renewals. SFD would like to renew this contract for the final year, 2024-2025 in the amount of \$90,000.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$90,000 Current year cost: \$90,000 Subsequent year(s) cost: Final renewal of this contract, anticipate \$90,000/yr. for the next contract.</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – This request is a contract renewal for City facilities.	
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- Data collected is related to quality of service.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Invoices are reviewed for accuracy prior to approval.	

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 is in alignment with Capital Improvement Plan, FD Strategic Plan goal #7 – Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner – obtain timely repairs and upgrades to fire stations and other facilities.



CITY OF SPOKANE
FIRE DEPARTMENT

CONTRACT RENEWAL
2 of 2

Title: HVAC PREVENTATIVE MAINTENANCE
FOR FIRE DEPARTMENT AND DISPATCH CENTER

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane, Washington 99212 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Care and Maintenance of its HVAC systems for Spokane Fire Department and Dispatch Center Facilities; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 29, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 1, 2024 and shall run through June 30, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Renewal. 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 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.

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.

CONTROL SOLUTIONS NORTHWEST, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

24-046

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



< Business Lookup

License Information:

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

Entity name: CONTROL SOLUTIONS NORTHWEST, INC.

Business name: CONTROL SOLUTIONS NORTHWEST, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-240-826

Business ID: 001

Location ID: 0001

Location: Active

Location address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

Mailing address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Cheney General Business - Non-Resident				Active	Oct-31-2024	Jun-30-2021
Liberty Lake General Business - Non-Resident				Active	Oct-31-2024	Jul-19-2016
Richland General Business - Non-Resident	F03			Active	Oct-31-2024	Feb-07-2012
Spokane General Business - Non-Resident	T12039912BL			Active	Oct-31-2024	Oct-15-2012
Spokane Valley General Business	01191			Active	Oct-31-2024	Feb-16-2004

Governing People May include governing people not registered with Secretary of State

Governing people	Title
LAYMAN, MICHAEL (MIKE)	



Governing people**Title**

RUIZ, RICARDO

Registered Trade Names

Registered trade names**Status****First issued**

CSN

Active

Sep-16-2019

The Business Lookup information is updated nightly. Search date and time:
3/25/2024 8:31:02 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: Control Solutions Northwest, Inc.

Endorsement Effective Date: 2/17/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization where required by written contract.

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.

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

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

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

- A.** Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to

the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and
2. After the execution of such written contract, and
3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

- B.** 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.

3. Waiver of Transfer of Rights of Recovery

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s), and
- B.** Prior to the "accident" or the "loss."

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

- A.** Paragraph **2.a.(2)** is amended to pay up to \$3,000 for cost of bail bonds; and

B. Paragraph 2.a.(4) is amended to pay for loss of earnings up to \$500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion **B.3.a.** under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

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

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

2. The number of days shown in the Schedule.

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

1. Necessary and actual expenses incurred.
2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

- G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

- A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".
- B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.
- C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:
 - (1) \$75,000
 - (2) The actual cash value of the hired "auto" at the time of the "loss"
 - (3) The cost of repairing or replacing the hired auto" with other property of like kind and quality
- D. The following deductible provisions apply:
 - (1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.
- E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

- A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - (1) The amount paid under the policy's Physical Damage Coverage; and
 - (2) Any:
 - (a) Overdue or any deferred lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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

- B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

- C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage**:

- A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations. There must be evidence of forced entry for loss caused by theft.
- B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.
- C. The most we will pay for any one "loss" under this coverage extension is \$2,000. No Physical Damage Coverage deductible applies to this coverage extension.
- D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.
- E. The coverage extension does not apply to the following property:
 - (1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;
 - (2) Tools;
 - (3) Jewelry, precious metals and loose gems;
 - (4) Money and securities; or

- (5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud**:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

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

B. The following definition is added to **Section V - Definitions**:

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

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: Control Solutions Northwest, Inc.
Endorsement Effective Date: 2/17/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract.

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

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

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

B. Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Policy Maximum Each Construction Project General Aggregate Limit: Not Applicable</p> <p>Designated Construction Project(s): All construction projects away from premises owned by or rented to the Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Subject to **Paragraph 2.** below, a separate **Each Construction Project General Aggregate Limit** applies to each designated construction project, and that limit is equal to the amount of the **General Aggregate Limit shown in the Declarations.**
 2. If shown in the **Schedule**, the **Policy Maximum Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages paid under all **Each Construction Project General Aggregate Limits** included in this policy.
 3. Subject to **Paragraph 2.** above, the **Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 4. Subject to **Paragraph 2.** above, any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the **Each Construction Project General Aggregate Limit** for that designated construction project. Such payments shall not reduce the **General Aggregate Limit shown in the Declarations** nor shall they reduce any other **Each Construction Project General Aggregate Limit** for any other designated construction project shown in the **Schedule** above.
 5. Subject to **Paragraph 2.** above, the limits shown in the **Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the **General Aggregate Limit** shown in the **Declarations**, such limits will be subject to the applicable **Each Construction Project General Aggregate Limit.**

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the **General Aggregate Limit** or the **Products-completed Operations Aggregate Limit**, whichever is applicable; and
 2. Such payments shall not reduce any **Each Construction Project General Aggregate Limit** provided under this policy.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the **Products-completed Operations Aggregate Limit**, and not reduce the **General Aggregate Limit** nor any **Each Construction Project General Aggregate Limit** provided under this policy.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS 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 13 Additional Insured Types**
 - A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D. Lessor of Leased Equipment
 - E. Owners or Other Interests From Whom Land Has Been Leased
 - F. Manager or Lessor of Premise
 - G. Mortgagee, Assignee, or Receiver
 - H. Controlling Interest
 - I. Co-owner Of Insured Premises
 - J. Executors, Administrators, Trustees Or Beneficiaries
 - K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L. Vendors
 - M. 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 13 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. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against 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 the failure to render any professional architectural, engineering or surveying services.

- b. "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.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

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

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

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

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

- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. 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.

E. 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).

F. 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.

G. 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).

H. 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.

I. Co-owner Of Insured Premises

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

J. 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.

K. 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.

L. Vendors

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

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

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

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

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

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

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

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

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

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

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

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions**.

Section I - Coverages

Coverage E - Excess Liability

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of "underlying insurance" because of:
 - a. "Bodily injury";
 - b. "Property damage";
 - c. "Personal and advertising injury"; or
 - d. "Error or omission"to which this insurance applies.
2. This insurance applies to "bodily injury", "property damage", "personal and advertising injury" and "error or omission" only if:
 - a. Caused by an "occurrence";
 - b. The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" occurs during the policy period; and
 - c. "Underlying insurance" applies.
3. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance" except:
 - a. We will have no obligation under this insurance with respect to any claim that is settled without our consent; and
 - b. With respect to any provisions to the contrary contained in this insurance.
4. We will be liable only for "ultimate net loss" resulting from any one "occurrence" in excess of:

- a. The applicable limits of liability of the "underlying insurance" as stated in the Declarations; or
 - b. The limits of "underlying insurance" that have been reduced or exhausted by payment of loss.
5. The amount we will pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance**.
 6. We will have no other obligation or liability to pay sums or perform acts or services unless such obligation or liability is explicitly provided for under **Coverage E Defense** or **Supplementary Payments - Coverage E & U**.

B. Defense

1. When the limits of the "underlying insurance" have been used up in the payment of judgments or settlements, we will have the:
 - a. Right and duty to defend the insured against any "suit"; or
 - b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.
2. When the limits of "underlying insurance" have not been used up in the payment of judgments or settlements, but the claim or "suit" is likely to involve us, we will have the right and shall be given the opportunity to associate with the insured and the insured's "underlying insurer" in the investigation or settlement of a claim or defense of a "suit".
3. We will have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. No Underlying Insurance

"Bodily injury", "property damage", "personal and advertising injury" or "error or omission" to which "underlying insurance" does not apply for any reason other than the exhaustion of "underlying insurance" limits of liability.

2. **Unscheduled Underlying Insurance**

Except as provided in the definition of "underlying insurance", any injury, damage, loss, cost or expense to which "underlying insurance" applies if the injury, damage, loss, cost or expense is the subject of a separate limit of liability which is not stated in the Declarations of this Coverage Part under the schedule of "underlying insurance".

3. **Pollution**

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply:

(1) To "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(2) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(3) To "bodily injury" to any "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damage because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

c. This Pollution Exclusion applies whether or not:

(1) Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location; or

(2) The "bodily injury", "property damage", "personal and advertising injury" or "error or omission" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury", "property damage", "personal and advertising injury" or "error or omission" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

4. **Asbestos**

a. "Bodily injury", "property damage", "personal and advertising injury" or "error or omission" caused in whole or in part by the actual, alleged or threatened:

(1) Inhalation of, ingestion of or physical exposure to "asbestos";

(2) Use of "asbestos" in construction or manufacture of any goods, products or structures;

(3) Removal of "asbestos" from any goods, products or structures;

(4) Manufacture, sale, transport, storage or disposal of "asbestos"; or

(5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "asbestos"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

5. **Employment-related Practices**

"Bodily injury" or "personal and advertising injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph a. (1), a. (2) or a. (3) above is directed.
- c. This exclusion applies:
 - (1) Whether the injury-causing event described in Paragraphs a. (1), a. (2) or a. (3) above occurs before employment, during employment or after employment of that person;
 - (2) Whether the insured may be liable as an employer or in any other capacity; and
 - (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Laws

Any liability or obligation for which the insured or the insured's "underlying insurer" may be held liable under:

- a. Workers' Compensation, disability benefits or unemployment compensation law;
- b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;
- c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law; or
- d. Any federal, state or local odometer law, auto damage disclosure law, used car disclosure law or aftermarket parts disclosure law;
- e. Any federal, state or local truth in lending, truth in leasing, consumer credit protection or consumer leasing law; or
- f. Any other similar federal, state or local law.

8. Title Paper Preparation

Liability arising out of any negligent act, omission or other error in "title paper preparation".

Coverage U - Umbrella Liability

A. Insuring Agreement

- 1. We will pay on behalf of the insured the "ultimate net loss" in excess of the Retained Limit stated in the Declarations because of "bodily injury" or "property damage" to which this insurance applies.
- 2. This insurance applies to "bodily injury" and "property damage" only if:
 - a. Caused by an "occurrence" anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period;
 - c. "Underlying insurance" does not apply; and
 - d. Prior to the policy period, no insured listed under Paragraph A.1. of **Section II - Who Is An Insured Coverage U - Umbrella Liability** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred in whole or in part. If such a listed insured or authorized "employee" knew prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- 3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph A.1. of **Section II - Who Is An Insured Coverage U - Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- 4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph A.1. of **Section II - Who Is An Insured Coverage U - Umbrella Liability** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

5. The amount we pay for the "ultimate net loss" is limited as described in **Section III - Limits of Insurance**.

6. No other obligation or liability to pay sums or perform acts is covered unless explicitly provided for under **Coverage U Defense or Supplementary Payments - Coverage E and U**.

B. Defense

- 1. In the absence of "underlying insurance", we will have the:
 - a. Right and duty to defend the insured against any "suit"; or
 - b. Right, at our discretion, to investigate and settle any claim to which this insurance applies.
- 2. We will have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. After the applicable Limit of Insurance of this Coverage Part has been used up in the payment of judgments or settlements.

C. Exclusions

This insurance does not apply to:

1. Expected Or Intended

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

2. Contractual Liability

Damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damages" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" or "temporary worker" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" or "temporary worker" as a consequence of Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" rented or loaned to any insured within the United States (including its territories and possessions), Puerto Rico, Canada and Mexico. Use includes operation and "loading and unloading".

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

6. Aircraft Or Watercraft

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

This exclusion does not apply to an aircraft that is:

- a. Chartered by, loaned to, or hired by you with a paid crew; and
- b. Not owned by any insured.

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

7. Damage To Property

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Property loaned to you;
- c. Personal property in the care, custody or control of the insured;
- d. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- e. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

8. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

9. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

10. Recall Of Products, Work Or Impaired Property

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

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

11. Personal And Advertising Injury

"Personal and advertising injury".

12. Excess Liability

Any damages or expenses to which **Coverage E.** applies.

13. Electronic Year Recognition

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application hardware;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.(1) above;

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph a. of this exclusion.

14. Products-Completed Operations Hazard

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

15. Employee Benefits

Damages arising out of the "administration" of "employee benefits".

16. Professional Services

"Bodily injury" or "property damage" due to the rendering or failure to render any professional service, including but not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c. Electronic data processing, computer consulting, computer programming or computer software services, advice or instruction;
- d. Supervisory, inspection or engineering services;
- e. Medical, surgical, dental, x-ray or nursing services;
- 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. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid services;
- i. Body piercing services;
- j. Services in the practice of pharmacy;
- k. Law enforcement or firefighting services; and
- l. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
- m. Any insured's activities as an "insurance agent";
- n. Floral Design Schools;

- o. Wedding Planning;

- p. 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.

17. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

19. Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

20. Racing Activities

"Bodily injury" or "property damage" arising out of the sponsorship or use of "all-terrain vehicles", "mobile equipment", snowmobiles, motorcycles, watercraft or "autos" in, or while in practice for or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

21. Pollution

- a. "Bodily injury" or "property damage", which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Claims or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".
- c. This Pollution Exclusion applies whether or not:
 - (1) Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location; or
 - (2) The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment. This exclusion applies to all "bodily injury" and "property damage" within the scope of this exclusion, including, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

22. Asbestos

- a. "Bodily injury" or "property damage" caused in whole or in part by the actual, alleged or threatened:
 - (1) Inhalation of, ingestion of or physical exposure to "asbestos";
 - (2) Use of "asbestos" in construction or manufacture of any goods, products or structures;
 - (3) Removal of "asbestos" from any goods, products or structures;
 - (4) Manufacture, sale, transport, storage or disposal of "asbestos"; or
 - (5) Discharge, dispersal, seepage, migration, release or escape of "asbestos".
- b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "asbestos", or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

23. Employment-related Practices

"Bodily injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or wrongful termination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph a. (1), a. (2) or a. (3) above is directed.
- c. This exclusion applies:
 - (1) Whether the injury-causing event described in Paragraphs a. (1), a. (2) or a. (3) above occurs before employment, during employment or after employment of that person;
 - (2) Whether the insured may be liable as an employer or in any other capacity; and
 - (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

24. Laws

Any liability or obligation for which the insured may be held liable under:

- a. Workers' Compensation, disability benefits or unemployment compensation law;
- b. The Employee's Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto;
- c. Any "auto" no-fault, personal injury protection or uninsured or underinsured motorist law;

- d. Any federal, state or local odometer law, auto damage disclosure law, used car disclosure law or aftermarket parts disclosure law;
- e. Any federal, state or local truth in lending, truth in leasing or consumer leasing law;
- f. Recording and distribution of material or information in violation of:
 - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending or transmitting, communicating, or distribution of material or information;
 - (4) The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
 - (5) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or
 - (6) Any federal, state or local statute, ordinance or regulation other than TCPA, CAN-SPAM Act of 2003, FCRA or FDCPA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- g. Any other similar federal, state or local law.

25. All-Terrain Vehicle

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use, lease, rental or entrustment to others of any "all-terrain vehicle", utility task vehicle, snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike), motorcycle (designed for off public road use) or other vehicle designed for use off public roads and paved surfaces that is owned or operated by or rented or loaned to any insured.

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 the insured if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership,

maintenance or use, lease, rental or entrustment to others of an "all-terrain vehicle", utility task vehicle, snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike) or motorcycle (designed for off public road use) that is owned or operated by or rented or loaned to any insured.

26. Terrorism

"Bodily injury" or "property damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

27. Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to or assessing the effect of "silica" or "silica-related dust", by any insured or by any other person or entity.

28. Nuclear Energy

- a. To "bodily injury" or "property damage";
 - (1) With respect to which an insured under **Coverage U** is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

- (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. To "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
- (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or
 - (b) Has been discharged or dispersed there from.
 - (2) The "nuclear material" is contained in "spent fuel" or "waste material" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

Supplementary Payments - Coverage E and U

1. When we have the duty to defend, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$300 a day because of time off from work.

- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
 3. These payments will not reduce the limits of insurance.
 4. Under **Coverage U**, these payments are not subject to the Retained Limit stated in the Declarations.

Section II - Who Is An Insured

The following persons or organizations are insureds under this Coverage Part.

Coverage E - Excess Liability

- A. The Named insured shown in the Declarations; and
- B. Any person or organization who is an insured or an additional insured in the "underlying insurance", but only to the extent the "underlying insurance" applies. If coverage provided to an additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount payable under **Section III - Limits of Insurance** or the amount of insurance required by the contract or agreement, less any amount payable by "underlying insurance".

Coverage U - Umbrella Liability

- A. Except for liability arising out of the ownership, maintenance or use of an "auto":
 1. If you are designated in the Declarations as:
 - a. An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A Partnership or Joint Venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

- c. A Limited Liability Company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a Partnership, Joint Venture or Limited Liability Company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a Partnership, Joint Venture or Limited Liability Company) or your managers (if you are a Limited Liability Company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are an insured for:
 - (1) "Bodily injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
 You, any of your "employees", "volunteer workers", any partner or member (if you are a Partnership or Joint Venture), or any member (if you are a Limited Liability Company).
 - b. Any person (other than your "employees" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a Partnership, Joint Venture or Limited Liability Company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" that occurred before you acquired or formed the organization.
- B. Only with respect to liability arising out of the ownership, maintenance or use of an "auto":
- 1. You are an insured.
 - 2. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - a. The owner or anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household.

- c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- d. Anyone other than your "employees", partners (if you are a Partnership) or a member (if you are a Limited Liability Company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- e. A partner (if you are a Partnership), or a member (if you are a Limited Liability Company) for an "auto" owned by him or her or a member of his or her family.
- f. "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

3. Anyone liable for the conduct of an insured described in Paragraphs **B.1.** and **2.** above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past Partnership, Joint Venture or Limited Liability Company that is not shown as a Named Insured in the Declarations.

Section III - Limits Of Insurance

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under **Coverages E** and **U** combined, regardless of the number of:
 - 1. Insureds;
 - 2. Coverage provided by this Coverage Part;
 - 3. Claims made, "suits" brought, or number of vehicles or watercraft involved; or
 - 4. Persons or organizations making claims or bringing "suits".
- B. The General Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E** and **U**, except "ultimate net loss" because of "bodily injury" or "property damage":
 - 1. Arising out of the ownership, maintenance, use, "loading or unloading" or entrustment to others of an "auto"; or
 - 2. Included in the "products-completed operations hazard".
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverage E** because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or Paragraph **C.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under **Coverages E** and **U** because of all damages arising out of any one "occurrence".

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

Section IV - Conditions

We have no duty to provide coverage under this Coverage Part unless you and any other insured have fully complied with the Conditions contained in this Coverage Part.

A. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the available limit of "underlying insurance" or the retained limit stated in the Declarations, we may do so at our own expense. We will be liable for taxable costs, interest and disbursements. Such appeal does not increase the Limits of Insurance.

B. Bankruptcy

1. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Bankruptcy of Underlying Insurer

Bankruptcy of the "underlying insurer" will not relieve us of our obligations under **Coverage E**. However, this insurance will apply as if the "underlying insurance" were in full effect.

C. Duties In The Event Of Occurrence, Claim Or Suit

- 1. You must see to it that we are notified as soon as practicable of an "occurrence", regardless of the amount, which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence".
- 2. If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

D. Expanded Coverage Territory

1. If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- a. Make or cause to be made such investigation and defense as are reasonably necessary; and
- b. To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under **Supplementary Payments - Coverage E and U** for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under **Supplementary Payments - Coverages E and U** will be made in U.S. currency at the prevailing exchange rate at the time the expenses are incurred.

3. Any disputes between you and us as to whether there is coverage under this Coverage Part must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Loss Payable

We will have no liability under **Coverage E** unless and until the insured's "underlying insurer" has become obligated to pay the underlying limit. We will have no liability under **Coverage U** unless and until the insured has become obligated to pay the retained limit. Such obligation to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant and us. The first Named Insured shown in the Declarations will promptly reimburse us for any damages we pay which are within the Retained Limit stated in the Declarations.

G. Maintenance Of Underlying Insurance - Coverage E - Excess Liability

You shall maintain in full force and effect during the term of this Coverage Part all "underlying insurance" stated in the Declarations. In the event you fail to do so:

1. **Coverage E** will apply only to the extent that it would have been applied if the "underlying insurance" had been maintained as specified; and
2. **Coverage U** will not fill the "underlying insurance" gap created by your failure to maintain **Coverage E** "underlying insurance".

Failure to reinstate any aggregate limit reduced or exhausted solely by "occurrences" which take place during the term of this Coverage Part shall not be interpreted as failure to maintain the "underlying insurance" in force.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with, any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against those other insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for the Coverage Part in accordance with our rules and rates.
2. The premium for this Coverage Part is designated in the Declarations as an Advance Premium or a Flat Charge Premium.
 - a. An Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
 - b. A Flat Charge Premium is not subject to audit or adjustment.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

J. Representations Or Fraud

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this policy in reliance upon your representations; and

4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

K. Separation Of Insureds

Except with respect to Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

L. Coverage E - Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

M. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us to enforce them.

Any amounts recovered shall be apportioned in reverse order to payment, as follows:

1. The payer of any amount over and above our payment shall first be reimbursed;
2. We shall be reimbursed for the amount paid hereunder; and
3. Lastly any remainder shall be applied to the interests of those to whom this coverage is excess.

Each concerned interest will share expenses of recovery in proportion to the amounts recovered.

N. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

O. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or

policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company to apply:

1. As "underlying insurance"; or
2. Specifically, as excess insurance over this Coverage Form or policy.

Section V - Definitions

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
- b. Interpreting "employee benefits";
- c. Handling of records in connection with the "employee benefits"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. "All-terrain vehicles" means a land motor vehicle whether or not subject to motor vehicle registration:

- a. With three or four broad, low pressure tires (less than 10 pounds per square inch);
- b. With a seat to be staddled by the operator and, where applicable, a passenger;
- c. With handlebars for steering; and
- d. Designed for off-road use.

4. "Asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, goods, product or structure of which it is a part.

5. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electromagnetically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker"

However, with respect to "employee benefits" to which:

a. **Coverage E** may apply, "employee" does not include a "leased worker" or a "temporary worker".

b. **Coverage U** does not apply, "employee" means a person actively employed, formerly employed, on leave of absence, disabled or retired. "Employee" includes a "leased worker" or a "temporary worker".

9. "Employee benefits" means:

a. Insurance programs for:

- (1) Group life;
- (2) Group accident and health;
- (3) Dental, vision and hearing plans;
- (4) Flexible Spending Accounts;
- (5) Social Security and disability benefits;
- (6) Workers Compensation; and
- (7) Unemployment.

b. Group plans for:

- (1) Profit sharing;
- (2) Pension;
- (3) Employee stock subscription;
- (4) Employee savings plans; and
- (5) Employee stock ownership plans.

c. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave, tuition assistance plans; transportation and health club subsidiaries; and

d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable to your and your "employees".

10. "Error or omission" means an act negligently committed in:

- a. The "administration" of your "employee benefits"; or
- b. Providing printing and graphic arts services or any other business service
- c. An insured's activities as an "insurance agent".

specifically identified in the Declarations of this Coverage Part under the schedule of "underlying insurance".

11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

12. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

13. "Hazardous properties" includes radioactive, toxic or explosive properties.

14. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

15. "Impaired property" means tangible property, other than "your products" or "your work" that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement.

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

16. "Insurance agent" means a person or organization duly licensed as an insurance agent, or the equivalent, by the regulatory authority in the state(s) in which you engage in the insurance business, "Insurance agent" does not mean an insurance solicitor, broker or consultant.

17. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing

firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

18. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or "auto".

19. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment;

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos";

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance laws are considered "autos".

20. "Nuclear facility" means:
 - a. Any "nuclear reactor"
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste material";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste material";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
21. "Nuclear material" means "source material", "special nuclear material" or "by-products material". "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
22. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material.

23. "Occurrence" means:
 - a. With respect to "bodily injury" and "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
 - b. With respect to "personal and advertising injury", an offense; and
 - c. With respect to "error or omission", a negligent act.
24. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement" or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
25. "Pollutants" means any solid, liquid, gaseous, bacterial, fungal, viral, electromagnetic, thermal, or other substance that is toxic or hazardous, causes irritation to animals, vegetation, or persons, and/or causes contamination to property or the environment, including, but not limited to, smoke, vapor, soot, fumes (including welding fumes, paint fumes, and glue fumes), acids, alkalis, chemicals and waste. Specific examples identified as "pollutants" include, but are not limited to, gasoline, diesel, kerosene, transmission fluid, antifreeze, brake fluid, any other fuel oils, any other motor oils, any other petroleum products, any other lubricants, and any of their additives, derivatives, degradation products, and individual chemical components including, but not limited to, benzene, toluene, ethylbenzene, xylenes, phenanthrene, naphthalene, 2-methyl-naphthalene, trimethylbenzene isomers; carbon monoxide and other exhaust gases; solvents, mineral spirits, adhesives, pesticides, insecticides, herbicides, asbestos, lead, lead based paint, silica, sewage, perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA),

Perfluorobutane sulfonic acid (PFBS), Perfluorobutanesulfonate, Potassium Perfluorobutane Sulfonate, Sodium fluoroacetate, 2,2-Difluoropropane, 1-Chloro-1,1-difluoroethane, 1,1,1,2-Tetrafluoroethane, 1,1,1-Trifluoroethane, 1,1-Difluoroethane, Dichlorodifluoromethane, Trichlorofluoromethane, Chlorodifluoromethane, and 1,1,2-Trichloro-1,2,2-trifluoroethane, and other per- and polyfluoroalkyl substances (PFAS), including, but not limited to, all substances listed on the USEPA Master List of PFAS Substances, which has been available online at: <https://comptox.epa.gov/dashboard/chemical-lists/pfasmaster>, and any of their associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals, additives, derivatives, degradation products, by-products, and individual chemical components. Solvents include, but are not limited to, tetrachlorethylene or perchloroethylene (PCE), trichloroethylene (TCE), dichloroacetylene, chloroacetylene, 1,1,1-trichloroethane (1,1,1-TCA), 1,1,2-trichloroethane (1,1,2-TCA), 1,4-dioxane, cis-1,2-dichloroethylene (cis-1,2-DCE), trans-1,2-dichloroethylene (trans-1,2-DCE), 1,1-dichloroethylene (1,1-DCE), 1,1-dichloroethane (1,1-DCA), 1,2-dichloroethane (1,2-DCA), acetate, acetylene, vinyl chloride, methylene chloride, methylene chloroform, chloromethane, ethene, ethane, ethanol, formate, glycolate, methane, carbon dioxide, any other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, any other chlorinated solvents, any other halogenated solvents, and any of their additives, derivatives, degradation products, and individual chemical components. Solvents also include naturally occurring metals that dissolve as the result of solvents in the environment, including, but not limited to, arsenic, barium, copper, iron, manganese, magnesium, and selenium. "Pollutants" also include, but are not limited to, all substances specifically listed, identified or described by one or more of the following references: Agency for Toxic Substance and Disease Registry ToxFAQs Substance Priority List, which has been available online at <https://www.atsdr.cdc.gov/SPL>, US Environmental Protection Agency EMCI Chemical Reference Complete Index, which has been available online at <https://enviro.epa.gov/>, United States Environmental Protection Agency, Regional Screening Levels for Chemical Contaminants

at Superfund Sites, which has been available online at: <https://www.epa.gov/risk/regional-screening-levels-rsls>, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Priority List Hazardous Substances, 40 CFR 302.4, Table 302.4 (1997 and all subsequent editions), and/or the Indiana Department of Environmental Management risk based tables, including the 1996 Voluntary Remediation Program Tier II Table, Default Closure Level Tables (2001 and all subsequent editions), Screening Level Tables (2012 and all subsequent editions), which have been available online at <https://www.in.gov/idem/cleanups/resources/technical-guidance-for-cleanups/idem-screening-and-closure-level-tables/>.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

26. "Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification on the Declarations of a policy of "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
- 27. "Property damage" means:**
- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- "Property damage" includes all forms of radioactive contamination of property.
- For the purposes of this insurance, "electronic data" is not tangible property.
- 28. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.**
- 29. "Silica-related dust" means a mixture or combination of silica and other dust or particles.**
- 30. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".**
- 31. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" or "errors and omissions" to which this insurance applies are alleged. "Suit" includes:**
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- 32. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 33. "Terrorism" means activities against persons, organizations, or property of any nature:**
- a.** That involve the following or preparation for the following:
 - (1) Use or threat of force or violence;
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b.** When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 34. "Title paper preparation" means the preparation of official title papers for registering an "auto" sold by an insured, including the designation of an lienholder or legal owner having a financial interest in such "auto".**
- 35. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternative dispute method entered into with our consent.**
- 36. "Underlying insurance" means any policies of insurance listed in the Declarations under the schedule of "underlying insurance". "Underlying insurance" that would apply but for the exhaustion of its Limit of Insurance is still considered to be applicable "underlying insurance".**
- 37. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the schedule of "underlying insurance".**

- 38.** "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 39.** "Waste material" means any waste material:
- a.** Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b.** Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- 40.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 41.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

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

SCHEDULE

Name Of Person Or Organization:

Any Additional Insured as required by written contract or written agreement executed prior to loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph H. **Other Insurance of Section IV - Conditions:**

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:
 - a. Is identified as an additional insured in the "underlying insurance";
 - b. Is a Named Insured under such other insurance; and
 - c. Has agreed with you in a written contract or agreement that:
 - (1) Is signed and effective prior to an "occurrence" to which this insurance applies;
 - (2) This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs 1.a. and 1.b. above;
 - (3) Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and

- (4) Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.
2. This condition does not apply to:
 - a. Other insurance, not included in Paragraph 1. above, that may be available to the designated person or organization outside of your written contract or agreement; or
 - b. Liability which:
 - (1) May attach to the designated person or organization and is not assumed by your written contract or agreement; or
 - (2) Is assumed by the designated person or organization under any other written contract assuming the obligations of another.

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 the coverage provided under the following:

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any Additional Insured as required by written contract or written agreement executed prior to loss.</p>
<p>Information required to complete this Schedule, if not show above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

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 Coverage Part. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

- COMMERCIAL AUTO COVERAGE PART
- COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
Any person or organization where required by written contract.	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
 - a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.