

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



AGENDA FOR 12:00 P.M. MONDAY, FEBRUARY 3, 2025

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM February 3, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live 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 12:00 p.m. unless otherwise posted.

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

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

<https://forms.gle/DamhDTmjvxUm4HxG8>

AGENDA

I. Call to Order

II. Monthly Report/Update

1. OFFICE OF THE POLICE OMBUDS DECEMBER 2024 MONTHLY REPORT - CHRISTINA COTY (10 minutes)
2. MONTHLY POLICE UPDATE - KEVIN HALL (10 minutes)
3. 0680 - PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
4. MONTHLY FIRE UPDATE - JULIE O'BERG (10 minutes)
5. 0680 - MONTHLY PUBLIC SAFETY OVERTIME REPORT - KEVIN SCHMITT (0 minutes)
6. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (10 minutes)

III. Discussion Items

1. SPOKANE REGIONAL OPIOID TASK FORCE PRESENTATION - SARAH MCNEW (minutes)
2. ADMIN UPDATE ON SPOKANE REGIONAL EMERGENCY COMMUNICATION DECISION - MAGGIE YATES (10 minutes)
3. ADMINISTRATION AUTOMATED TRAFFIC SAFETY CAMERA UPDATE - MAGGIE YATES (5 minutes)
4. CLEAN AND SAFE UPDATE - EMILIE CAMERON (10 minutes)
5. 0680 - WATPA GRANT – FLOCK ALPR PURCHASE AND CAMERA PLACEMENT - SHAWNA ERNST (0 minutes)
6. 0680 - FOURTH QUARTER 2024 POLICE SEIZURE/FORFEITURE REPORT - MIKE MCNAB (0 minutes)
7. 0680 - WASPC FY25-27 BHU GRANT APPLICATION - DAVE SINGLEY (0 minutes)
8. 0320 RESOLUTION SUPPORTING THE IMMIGRANT AND REFUGEE COMMUNITIES - JACKSON DEESE (10 minutes)
9. STANDING COMMITTEES AND REPORTS - (5 minutes)

IV. Consent Items

1. 5100 - PRE-PURCHASE APPROVAL FOR UP TO 4 USED SIU UNITS (FLEET SERVICES)

2. INFOR CAD SOFTWARE RENEWAL (FIRE)
3. 0680 - SOLE SOURCE RESOLUTION FOR READY REBOUND (POLICE)
4. 5300 JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE (INFORMATION TECHNOLOGY)
5. 5900 FAC WATER DEPARTMENT METER SHOP MAIN OFFICE RENOVATION PHASE 1 (FACILITIES MANAGEMENT)
6. 0680 - READY REBOUND SERVICES FOR PUBLIC SAFETY (POLICE)
7. 0680 - BYRNE JAG GRANT – FACILITY CAMERAS (POLICE)

V. Public Testimony

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **12:00 PM. March 3, 2025.**

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.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/14/2025

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

OMBUDSMAN - POLICE

Bid #**Contact Name/Phone**

CHRISTINA 6745

Requisition #**Contact E-Mail**

CCOTY@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON ZZAPPONE LNAVARRETE

Sponsoring at Administrators Request

NO

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

OFFICE OF THE POLICE OMBUDS DECEMBER 2024 MONTHLY REPORT

Agenda Wording

December 2024 Monthly Report

Summary (Background)

December 2024 Monthly Repos

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	February 3, 2025
Submitting Department	Office of the Police Ombuds
Contact Name	Christina Coty
Contact Email & Phone	ccoty@spokanecity.org /6745
Council Sponsor(s)	Council Members Zappone, Wilkerson and Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Office of the Police Ombuds Monthly Report
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	December 2024 Monthly Report Council President Wilkerson has requested a quarterly update from Ombuds Logue
<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: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Attached you will find the activities for the OPO/OPOC during the month of August. This includes community complaints, cases certified, interviews conducted, community events and oversight activities</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>	
<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? 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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.

2024/12

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

Current	YTD	Contacts, Complaints, and Referrals
141	3091	Contacts*
12	143	OPO interviews
3	14	Letters of officer appreciation / commendations
3	44	OPO generated complaints
4	61	Referrals to other agencies / departments
0	0	Cases offered to SPD for mediation
0	0	Mediation completed

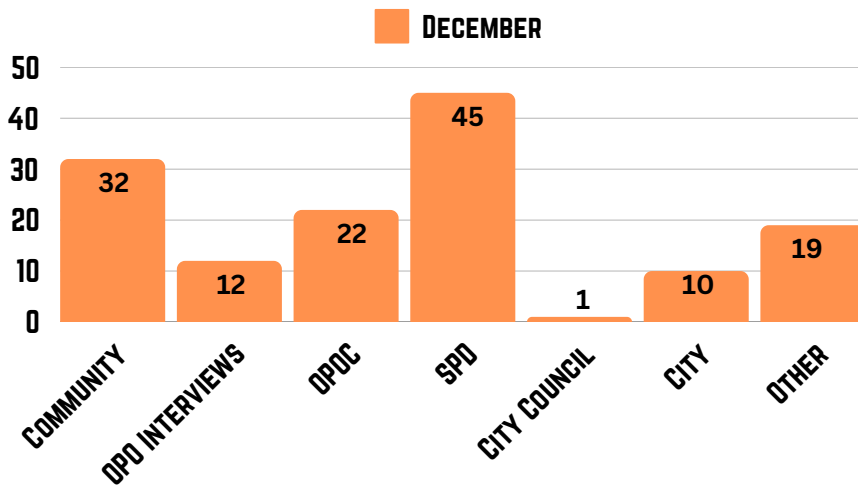
Current	YTD	IA Investigation Oversight
6	78	Cases certified
0	1	Cases returned for further investigation
0	1	Cases declined to certify
0	0	Web cases reviewed
7	101	Oversight of IA interviews

Current	YTD	Other Oversight Activities
0	186	Special cases reviewed*
1	19	SPD review boards / D-ARPs
45	583	Meetings with SPD
6	100	Oversight meetings
22	153	Community meetings
5	57	Training
1	6	Critical incidents

*Use of Force, K9, Collisions, and Pursuits

*Contacts include those made at conferences

CONTACTS



Community meetings

- Jasmin/Hill Backstage Brunch
- OPOC Special Monthly Meeting
- Basic Law Enforcement Academy graduation
- Corrections Officers Academy graduation

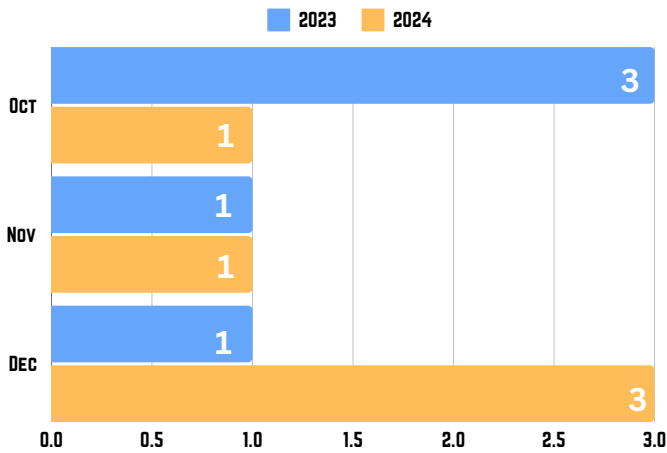
OPOC activities

- OPOC Monthly meeting
- Use of Force Summit
- Neighborhood Council
- NAACP Meeting

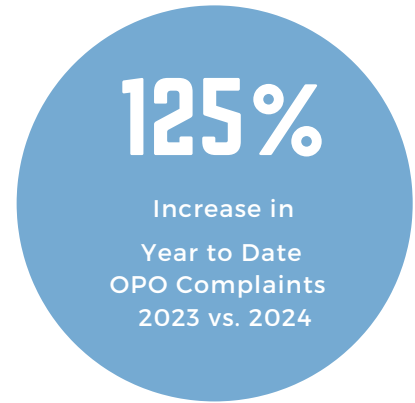
Oversight / Outreach

- NACOLE Executive Board / Committee meetings (3)
- Deadly Force Review Board
- IA Biweekly meeting
- WSCJTC Commission meeting

COMPLAINTS



Monthly comparison of OPO complaints



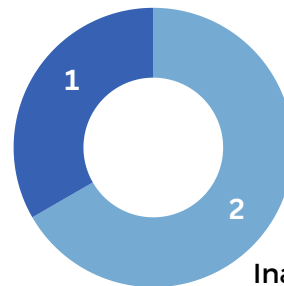
Summary of complaints

OPO 24-52	A community member was frustrated with the procedure of having their property returned to them after receiving a court order letting them know that they could pick up their property.
OPO 24-53	A community member alleged that an officer who performed a traffic stop of them used racial bias as one of the reasons for pulling them over. They also alleged that the officer was driving recklessly.
OPO 24-56	A community member was frustrated with the lack of investigation on their police report.



Racial Bias / Policy Violation

1



Inadequate Response

2

REFERRALS

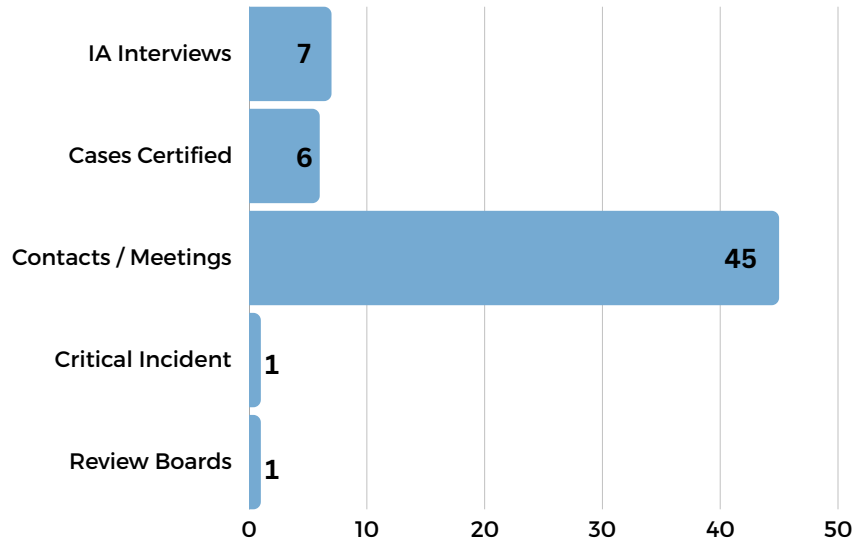
Type of Referral	#
Internal	1
External	3



Summary of referrals

ER 24-58	A community member was frustrated with how an employee at Crime check handled their situation; Crime Check
ER 24-59	A community member was frustrated that a person who served time for assault is working for the City of Spokane; Code Enforcement/ Parking Services
ER 24-60	A community member was frustrated with the lack of response when they and their service dog were almost hit by a vehicle; SCSO
IR 24-61	A community member alleged that they are being targeted by SPD based on where they live; SPD/IA

OVERSIGHT ACTIVITIES



Critical Incident

- 12/29/24
 - W. Cora Ave. and N. Post St.

Training

- BLEA Mock Scenes
- Chicago Office of Police Accountability Citizen's Academy
- Use of Force Summit
- Axon Standards training
- SPD Supervisor training

Upcoming

- OPO Ordinance / Budget
- WSCJTC Commission meeting
- OPO / OPOC Annual Reports

OPOC Meetings - In person: Every 3rd Tuesday @ 5:30pm in City Hall | Virtual: available
For more information visit: <https://my.spokanecity.org/opoc>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/23/2025

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

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red Monthly Update for December 2024.

Summary (Background)

Photo Red Monthly Update for December 2024.

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?

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Council Subcommittee Review

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

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	David Kaurin 509-835-4565
Contact Email	dkaurin@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

Background/History: Report for Public Safety meeting February 3rd, 2025.

Statistic for Photo Red for the time frame of **December 1st, 2024 to December 31st, 2024.**

There were 1358 violations on the photo red system from **December 1st, 2024 to December 31st, 2024.** During the same time frame in 2023 there were 1733 violations, which is a decrease of 375 violations. All cameras are operational but we are gaining voluntary compliance with the system in place.

Statistic for Photo Speed for the time frame of **December 1st, 2024 to December 31st, 2024.**

There were 1224 violations on the photo speed system from **December 1st, 2024 to December 31st, 2024.** During the same time frame in 2023 there were 1659 violations. This is a decrease of 435 violations. We still are gaining voluntary compliance with the system in place. However, the camera located at Maple and Rowan, was vandalized and knocked over. Verra is in process of placing a new pole and equipment at the location.

Executive Summary: Photo RED

December 1st, 2024 to December 31st, 2024.

- Thor and second was the 1st highest with 252 violations
- Freya and 3rd was the 2nd highest with 238 violations.
- Division and Sprague was the 3rd highest with 153 violations.
- Browne and Sprague was the 4th highest with 144 violations.

Executive Summary: Photo SPEED

December 1st, 2024 to December 31st, 2024.

- Longfellow Elementary was 1st highest with 362 violations.
- Willard elementary was the 2nd highest with 293 violations.
- Adams/ Ferris was the 3rd highest with 247 violations.
- Ridgeview elementary was the 4th highest with 179 violations.

***Current revenue of the system.**

Type of Revenue	2024 Initial/Adopted Budget	Actual 2024	variance to actual surplus/(shortfall)	Type of Revenue	2024 Initial/Adopted Budget
Photo Red Fines	1,820,000	1,980,874.84	160,875	Photo Red Fines	1,820,000
School Zone Fines	5,030,000	3,102,274.47	(1,927,726)	School Zone Fines	5,030,000

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?

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/30/2025

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

POLICE

Bid #**Contact Name/Phone**

KEVIN SCHMITT 6387

Requisition #**Contact E-Mail**

KSCHMITT@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - MONTHLY PUBLIC SAFETY OVERTIME REPORT

Agenda Wording

Report on Public Safety Uniform Overtime

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended January 18th, 2025 Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.

What impacts would the proposal have on historically excluded communities?

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Council Subcommittee Review

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

Uniform OT thru period ended January 18th, 2025

Fund	2025 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	6,828,975	523,293	172,834	350,460
Public Safety & Judicial Grants	408,985	31,340	25,757	5,583
Police TOTAL	7,237,960	554,633	198,590	356,043
Fire/EMS	4,962,825	380,293	308,852	71,441
Fire TOTAL	4,962,825	380,293	308,852	71,441

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/23/2025

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

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Spokane Police Strategic Initiatives Monthly Update for February 2025.

Summary (Background)

Spokane Police Strategic Initiatives Monthly Update for February 2025.

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?

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Select \$	#
Select \$	#
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Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

Strategic Initiatives
February 2025 Report



Public Safety and Community Health Committee Briefing

February 6, 2025



Excerpts of Commendations
(Personal Identifying Information has been removed)

Sergeant [Dale] Wells & Lieutenant [Dan] Waters, I write to express our deepest gratitude to you and your team for the level of detail and information provided in your subject police report. The report was specific, particularized as to needs for therapeutic services as well as ensures accountability. It greatly helps our community court to prepare the therapeutic programs necessary to help in the rehabilitation of our participants. I particularly found gratifying your collective efforts in assisting one of the family with “mother, stepdad and a vulnerable 5-year-old living in poor condition” found a home. That is amazing! It is also gratifying to know that the City was able to secure ten beds at the Catalyst Center, a low barrier housing with onsite supportive services that help in stabilizing our folks before the enforcement. Thank you both for all that you do. I hope our community sees the level of work that the BHU [Behavioral Health Unit] unit puts into these efforts.

Thank you to everyone – donors, sponsors, gift wrappers, and more – who showered us with the most thoughtful and loving gifts this Christmas. Your incredible attention to detail and the time you spent will be forever remembered and cherished. Here is some artwork to convey the kids’ gratitude.

Chief Hall and Assistant Chief McNab, Yesterday I received outstanding assistance from Spokane Police Department. Your officers did exactly what was needed in that situation. Earlier today I contacted your property division and retrieved the equipment. **Captain Cowles, Captain Wohl, Officer Manning, Officer Richardson, Officer Heiman, Sergeant Lesser, Property Supervisor Kevin Berry, and Property Tech Tia Girkins**. Thanks again SPD.

Detective [Tim] Schwering, Thank you, so much for attending our Neighborhood Council meeting tonight! I appreciate your time and interaction with our residents! I also greatly appreciate your work keeping our residents safe from scammers!

Sergeant [Richie] Plunkett, Thank you for taking the time to change these kiddos' lives. We appreciate you! [In reference to visit with kids in foster care programs at Salvation Army]

Please praise **Officer Mike Thomas** and send him into all the middle and high schools to educate our youth. I’m a nurse at Sacred Heart and had no idea about most of this stuff. The first hour would be particularly useful for our children to be wary of. Thank you for sending him our way. [Drug Education Presentation.]



<https://myspokane.org/police/accountability>

The Office of Professional Accountability posts a vast amount of information on the department website. For example, the department’s progress with collaborative reform, the policy manual, the strategic plan, and information about filing a complaint.

IA Complaints

Officer Involved Shootings

Use of Force

Commendations

Public Safety Briefings

Office of Professional Accountability

The mission of Office of Professional Accountability is to provide for oversight of the complaint process; to promote public awareness of and full access to that process; and to advance reforms that increase police accountability by the Spokane Police Department.

Items of Interest

- [2023 OPA FAQ Complaint Process Flyer](#) (PDF 522 KB)
- [Spokane Police Department Collaborative Reform Progress Report 2018](#) (PDF 8.3 MB)
- [Spokane Police Department 2022–2023 Strategic Plan](#) (PDF 6.0 MB)
- [SPD Policy Manual – Effective August 8, 2024](#) (PDF 3.2 MB)

Officer-Involved Shootings are of interest to the public, and SPD provides information about past shootings. The “List of Deadly Force Incidents and Fatalities, 2013-2024” document contains demographic information. The investigation protocol is also available online.



Accountability

Officer Involved Shootings



Officer Involved Shootings

The Spokane Police Department, in cooperation with the Spokane County Sheriff’s Office and the Washington State Patrol, has established the Spokane Independent Investigative Response Team (SIIR) to mobilize and coordinate external investigative resources in the case of deadly force incidents.

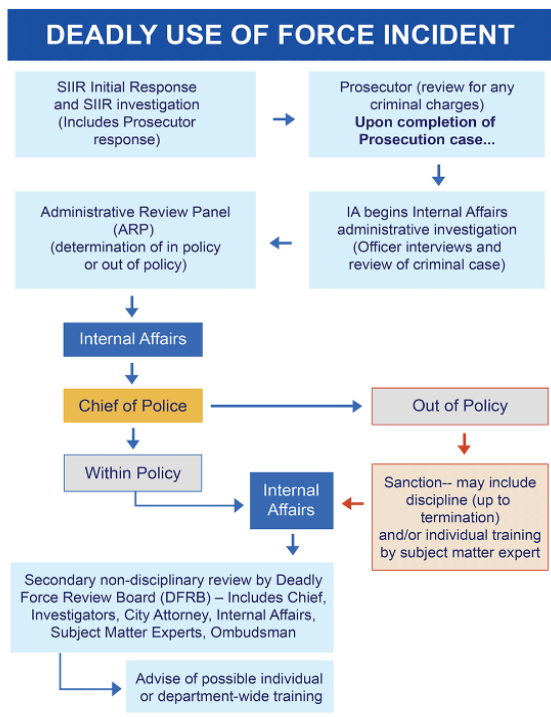
The SIIR team operates under an established [protocol to investigate officer-involved fatal incidents](#) (PDF 878 KB). The protocol defines when and how the team is activated, its responsibilities and procedures relating to the investigation, reporting and public communication. The protocol is reviewed regularly and updated accordingly.

View the [List of Deadly Force Incidents and Fatalities, 2013-2024](#) (PDF 130 KB).

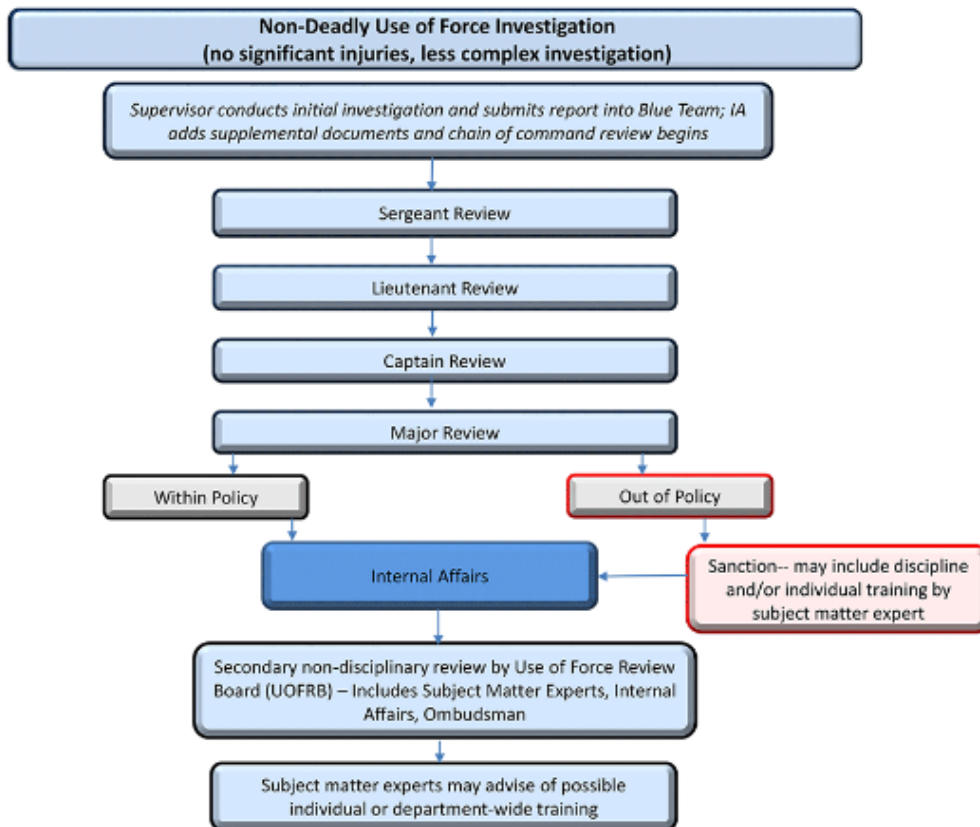
Link to List of Deadly Force Incidents document here:

<https://static.spokane.org/documents/police/accountability/2013-2024-deadly-force-incidents-and-fatalities.pdf>





The Use of Force page lists annual reports, a flow chart explaining the investigation process, and summaries of individual use of force incidents.



The Complaint page has complaint forms available in several languages and an online complaint form.

<https://my.spokanecity.org/police/accountability/complaints/>

Internal Affairs Complaints

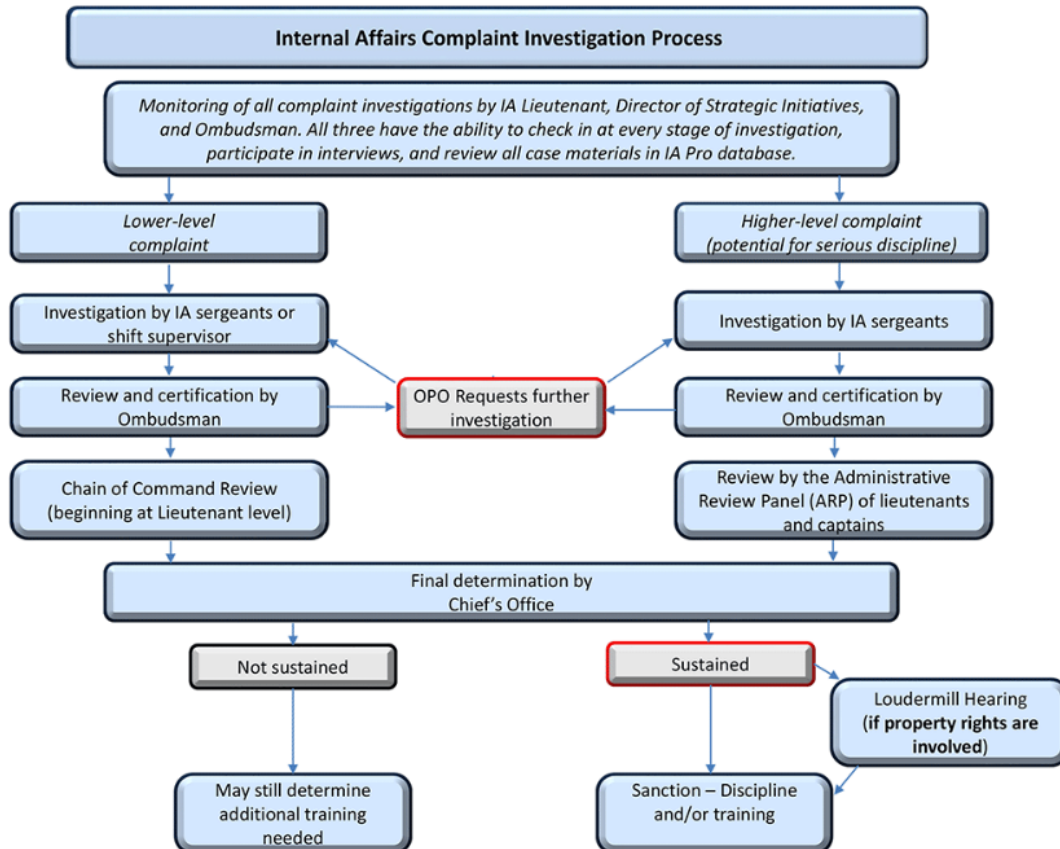
The Spokane Police Department welcomes inquiries from the community concerning the performance of our employees. Investigation of these situations often allows us to assess the actions our employees with the ultimate objective of improving service. For more information on the Personnel Complaint Procedure, please visit our website and view Policy 1020 of the current Policy Manual.

To submit a complaint, please fill out the IA Complaint Form. You will soon be contacted about your complaint by the Internal Affairs investigator

If you prefer, you can complete and submit the [online complaint form](#).

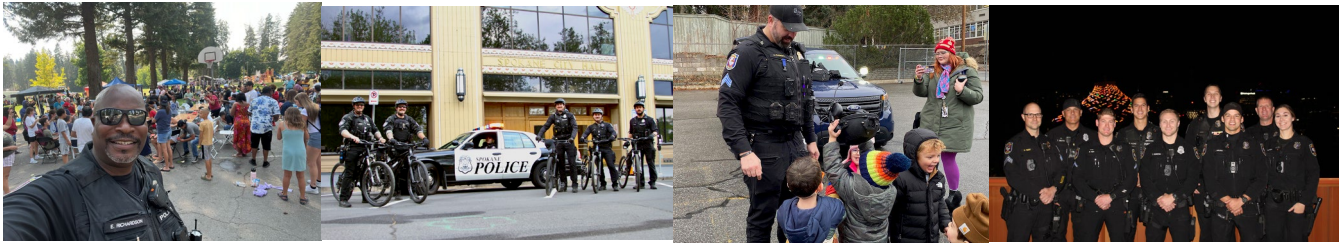
- [English](#) (PDF 245 KB)
- [French](#) (PDF 208 KB)
- [German](#) (PDF 158 KB)
- [Russian](#) (PDF 326 KB)
- [Spanish](#) (PDF 219 KB)
- [Vietnamese](#) (PDF 366 KB)

There is also a flow chart of the investigation process, and summaries of complaints.



Public Safety Briefings from 2014-2024 are also available.





Deadly Force (Officer-Involved Shootings) Update

2024

From January 1 – December 31, 2024, there were six deadly force incidents.

- **Incident 2024-20019659 (Pending Prosecutor Review):** Incident 2024-20019659 took place on January 31, 2024, near Stevens and Cliff. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **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 Prosecutor Review):** Incident 2024-20027307 took place on February 12, 2024, near Howard and Riverside. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20060204 (Pending Prosecutor Review):** Incident 2024-20060204 took place on March 31, 2024, in the 1800 block of West Dean. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20073072 (Pending Criminal Investigation):** Incident 2024-20073072 took place on April 18, 2024, in the 2000 block of W Longfellow. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20267061 (Pending Criminal Investigation):** Incident 2024-20267061 took place on December 29, 2024, in the 800 block of W Cora. 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 Administrative Panel Review):** Incident 2023-20088146 took place on May 10, 2023, near 5th and Browne. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs conducted an administrative investigation. The investigation is being reviewed by the Admin Panel Review, prior to the Chief's review.
- **Incident 2023-20238146 (Pending Administrative Investigation):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs will conduct an administrative investigation.

2022

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

- **Incident 2022-20012711 (Closed)**

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- **Incident 2022-20134271 (Pending Administrative Review Panel):** 2022-20134271 took place on August 3, 2022, near 2nd and Sheridan. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified. Internal Affairs conducted an administrative investigation. The investigation is being reviewed by the Admin Panel Review, prior to the Chief's review.
- **Incident 2022-20156670 (Pending Deadly Force Review Board):** 2022-20156670 took place on September 4, 2022, near 2900 E. Wabash Avenue. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified. SPD completed the administrative investigation.
- **Incident 2022-20184192 (Pending Prosecutor Review):** 2022-20184192 took place on October 16, 2022, near 100 S Cedar. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2022-20214924 (Closed)**

Precinct Updates

Northwest Precinct

SPD Staff and Volunteers enjoyed connecting with the community at Coffee with a Cop on January 21, 2025, at Pitotti Coffee at 733 W. Garland.



Northwest leadership continues to visit area schools. Below, at Indian Trail Elementary School.



Northeast Precinct

Northeast leadership and officers have made significant progress with unlawful camping in the sector. In December 2024, there were 64 unlawful camping complaints in the precinct area. At the end of the month, 52 of the complaints were closed out and 12 were in progress.



Northeast continued proactive crime-control activity. Over Christmas break, the precinct conducted 50 check-ins on the Gonzaga University campus, to deter burglars and vehicle prowlers. Several arrests were made. Northeast also conducted a shoplifting special enforcement detail at Northpointe Shopping Center. As of December 2024, Northeast had handled 12 nuisance properties in the precinct.

South Precinct

South Precinct leadership is actively building new partnerships in the precinct area, with schools, hospitals, businesses, and service organizations.



Downtown Precinct

Crisis Outreach, Response and Engagement (CORE) Update – New Medical Respite Facility Available

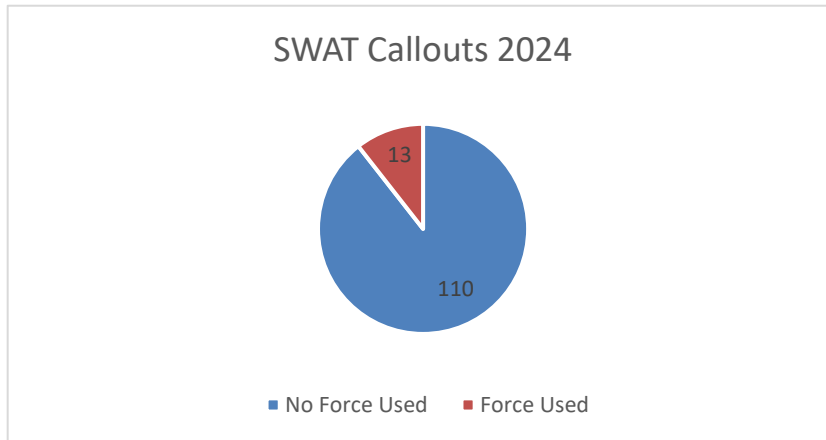
The Downtown Precinct continues to participate in the CORE program, increasing visibility and engagement through bike and foot patrols. Captain Steve Wohl reports, "We have been continuing our outreach and enforcement in the CORE area, utilizing mid-shift officers from other precincts. We are making a difference and taking a lot of guns and drugs off the streets."

Downtown Officers are working with partners to address the needs of a very active group of individuals, many of whom are dealing with behavioral health and substance use issues. SPD collaborates with multiple agencies, including Code Enforcement, Spokane Fire's Behavioral Response Unit and CARES Team, i2 Strategies and Revive Reentry to navigate individuals to appropriate resources through increased outreach.

Now there is a new resource for officers and partners to use. On January 10, 2025, the Westminster Respite Facility opened to the public. The facility offers medically supported respite and recuperative care to achieve stability for people with chronic and acute ailments. This location has 30 beds and serves members of the Spokane community experiencing homelessness. This site is an additional outreach site for the Providence Community Clinic supported by nurse practitioners, a behavioral health provider team, nurses, and clinical volunteers.

SPD SWAT Team Stats

In 2024, there were 123 SWAT callouts. SWAT is often utilized for situations involving armed barricaded subjects and high-risk arrests. Of the 123 SWAT activations, only 13 resulted in the necessity to deploy less lethal force for safe outcomes. (Force was only used in 10.5% of all SWAT callouts.)



A major contributor to these low levels of force is the routine co-deployment of our Hostage Negotiation Team (HNT) with SWAT. HNT is often integrated with SWAT so they can handle the majority of our communication and de-escalation efforts. Their expertise in negotiations is a great contributor to these peaceful outcomes. The Air Support Unit (ASU) and Explosive Disposal Unit (EDU) are also routinely deployed with SWAT. The technology they bring to these critical events allow SWAT personnel to utilize distance and communication ability without placing officers in harm's way or forcing potentially violent confrontations.

The presence of SWAT can make a huge difference in compliance. Often the arrival of SWAT to an event prompts peaceful surrender. The increased training and tools provided to our SWAT team allows them to overwhelmingly end most situations peacefully and effectively.

The SWAT team also provided several education presentations in Spokane, ranging from Active Shooter to Situational Awareness to organizations such as Partners with Families and Children, Hospice of Spokane, Waste to Energy, and Whitworth University. SWAT provided community outreach for the Vanessa Behan Crisis Nursery, El Katif Shriners First Responders Event, Police Activities League, Trunk or Treat, and Spokane Humane Society.



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SPD Records Update

In 2024, the SPD Public Records Unit received 13,114 public record requests. We had six Public Record Specialists employed in 2024, with one person retiring towards the end of 2024, and one person being in training for most of 2024. That works out to approximately 2,185 requests assigned per PRD employee for 2024. This number does not include additional requests which were assigned to City Clerks, but which our PRD staff was responsible for searching for, compiling, and redacting SPD-related records.

The Criminal Records team entered 15,149 warrants in 2024 and merged 69,949 new reports (this does not include any of the supplemental reports).



Domestic Violence Records processed:

- 4,127 Returns of Service
- 2,498 Recalls and Denials
- 2,537 Reissues
- 940 Permanent Orders
- 1,831 Temporary Orders
- 2,787 No Contact Orders (including 176 Felony Sexual Assault No Contact Orders)
- 201 Restraining Orders
- 3,691 Miscellaneous documents (Notices of Hearing, Out of County Orders, Modifications, Order to Surrender Weapons, etc.)

The Records gun team started 2024 with a five-member gun team. For the last six months of 2024, the team functioned with a team of three. The team still processed over 13,000 concealed pistol licenses, and hundreds of gun restoration, gun purchase denial, and firearm dealer licenses. The team processed over 500 six-month suspensions of rights permits.

SPD Property and Evidence Facility Update

The Spokane Police Department Property Evidence Facility is responsible for maintaining the integrity of evidence and chain of custody of all property that comes into their possession in accordance with state laws, city ordinances, and departmental policies and procedures. The current property facility stores over 185,000 items classified as evidence, safekeeping, or found property collected from the Spokane Police Department, Spokane Valley Police Department, and Spokane County Sheriff's Office. From the initial placement of a property item within the facility through all the transactions thereafter leading to either release, auction, or destruction, the Evidence Unit monitors and controls the activity with an automated warehouse management system.

Even though the unit was without a full-time employee for 10 months in 2024, the unit managed to achieve a 93.08% incoming vs. outgoing rate. 31,088 evidence items were collected, and 28,937 items were removed from the facility.

In 2024, incoming vehicles and firearms reached all-time highs. As of December 2024, there were 78 vehicles in Inside Vehicle Storage (designed for 54 vehicles) and 48 vehicles in Outside Vehicle Storage

(designed for 25). Due to the high number of vehicles needing to be stored, the unit is in discussions with City Legal to explore alternatives to holding onto vehicles for 60 days after a letter is sent.

SPD Welcomes New Hires

Six new officers joined the Spokane Police Department on December 30, 2024. From left to right, Officers Tiffany Brossoit, Brandon Arnold, Kyle Gale, Samantha Weirich, Dwayne Quintanilla, and Kegan Young.



These officers are currently in the Basic Law Enforcement Academy (BLEA). SPD operates a satellite campus of the Washington State Criminal Justice Training Commission here in Spokane.

Drug Education

The Spokane Police Department recently secured two separate grants through the Washington State Traffic Safety Commission (WTSC) in order to help curb the number of impaired drivers on our roads. The first grant funded by the WTSC is for a full time DUI enforcement officer. The second position is funded as a newly created Impaired Driving Training Coordinator. This officer oversees impaired driving detection certifications for SPD and is assigned to our Spokane Municipal DUI Therapeutic Court. He is available to respond to Fatal and Serious Injury Collision investigations.



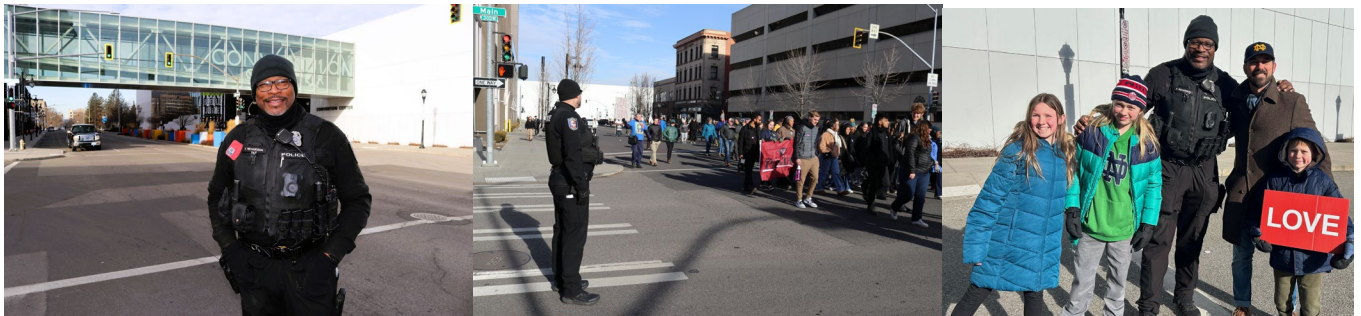
The Impaired Driving Training Coordinator for SPD is Officer Mike Thomas. Part of his role is providing education to community stakeholders in current drug trends with a focus on reduction in impaired driving. As a resource for our local area, Officer Thomas is available to educate current medical professionals, first responders, schools and other community member groups.

On January 10, 2025, Officer Mike Thomas presented a “Current Drug Trends” class at Sacred Heart Medical Center’s auditorium.

Please contact Sgt. Teresa Fuller at fuller@spokanepolice.org if you would like an impairment training for your group or organization.

SPD Volunteers

One of the main goals of the Spokane Police Department is to engage with the community we serve. Below, volunteers at the Martin Luther King Jr. event.



Interested in becoming a volunteer with SPD? Or learning about an internship experience? Learn more here:

<https://my.spokanecity.org/police/volunteers/cadets/>
<https://my.spokanecity.org/police/volunteers/explorers/>
<https://my.spokanecity.org/police/volunteers/citizen/>
<https://my.spokanecity.org/police/officer/internships/>



If you are interested in applying or have any questions, please contact the Volunteer Services Unit at 509.363.8283. Email your completed application as an attachment to volunteer@spokanepolice.org.

SPD is a "Community Policing In Action" Photo Contest Winner

Spokane Police Department submitted a picture from the 2024 Trunk or Treat event at the American Indian Community Center. SPD is one of the 2025 winners of the Community Policing In Action Photo Contest.

<https://cops.usdoj.gov/photocontest>



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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Date Rec'd**

1/29/2025

Clerk's File #

OPR 2025-0125

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

SHAWNA 4106

Requisition #**Contact E-Mail**

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON MCATHCART

Sponsoring at Administrators Request

NO

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

0680 - WATPA GRANT – FLOCK ALPR PURCHASE AND CAMERA PLACEMENT

Agenda Wording

Spokane Police Department seeks approval for ALPR camera placement at key intersections throughout the City of Spokane.

Summary (Background)

Spokane Police Department will migrate from our current ALPR vendor to Flock for fixed camera locations. Flock cameras will be installed at high traffic locations throughout the City of Spokane with a focus on the investigative value of each location (for vehicle theft, missing persons, and violent crime). We have funding for 28 Falcon cameras (fixed locations) and 2 Falcon Flex cameras (cameras that we can move as needed). We would like approval for more locations than we currently have budget for, so that we can work with the vendor to identify feasibility of each location. Also, if we identify future sources of funding, we could more quickly add cameras to the system.

What impacts would the proposal have on historically excluded communities?

This project will aid in recovering stolen vehicles, finding missing persons, and solving violent crimes. The Department will use this tool for the benefit of people from all backgrounds.

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

The department can analyze the program success by crime victim demographics and show how the tool aids people from historically excluded communities.

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

SPD will track when Flock led to a recovered vehicle, the location of missing people, and when Flock provided valuable information to help solve a case. SPD will build a checkbox in our current police report system to aid in tracking use of Flock.

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?

We are seeking approval for this project to align with SMC Chapter 18.04. Additionally, the City can choose to add aggregated traffic count data for each camera at a cost of \$500/year. That data can be used in traffic studies and aid in the traffic calming program.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$
Current Year Cost	\$ 119,028.00
Subsequent Year(s) Cost	\$ 91,000.00
<u>Narrative</u>	
Using 2025 WATPA grant (\$100k) and departmental funds (\$19,028), subsequent funding from SPD's existing budget. The cost listed assumes that Flock will need to install poles for each of the 28 cameras. If using existing City hardware, cost will be lowered	
Amount	
Budget Account	
Expense	\$ 119,028.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 1620-91824-94210-56401-99999	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
yes	
Expense Occurrence Recurring	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	HALL, KEVIN
Division Director	HALL, KEVIN
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	spdexexecutivestaff@spokanepolice.org
SPDFinance@spokanecity.org	

Account name: 10290234

CITY OF SPOKANE
 808 W SPOKANE FALLS BLVD FL 7
 SPOKANE WA 99201-3333

SHIP-TO

CITY OF SPOKANE
 SHAWNA ERNST
 808 W SPOKANE FALLS BLVD FL 7
 SPOKANE WA 99201-3333

Quotation

Quotation Number : [0228131399](#)
Document Date : 28-JAN-2025
PO Number : FLOCK
PO Release :
Sales Rep : Bryce Mackin
Email : BRYCE.MACKIN@INSIGHT.COM
Phone : +15097422221

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM START: Unless otherwise noted, the Term shall commence upon first installation and validation of Flock Hardware
 TERM: 12 Months

BILLING: Project will be invoiced 100% upon last camera validation.

Material	Material Description	Quantity	Unit Price	Extended Price
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	28	650.00	18,200.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE- POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 28-JAN-2025 - 28-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	28	3,000.00	84,000.00
FLCK-FALCONFLEX-LE	FLOCK GROUP INC LAW ENFORCEMENT GRADE TACTICAL DEPLOYMENT (PORTABLE + LTE) PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY (PROPRIETARY LEARNING SOFTWARE) AND REAL-TIME ALERTS UNLIMITED USERS.SOFTWARE SERVICES Coverage Dates: 28-JAN-2025 - 28-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3873.99 Discount: 9.654%	2	3,500.00	7,000.00

Product Subtotal	91,000.00
Services Subtotal	18,200.00
TAX	9,828.00
Total	119,028.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bryce Mackin
+15097422221
BRYCE.MACKIN@INSIGHT.COM
Fax 4807607457

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

flock safety

Privacy Commitment

Let's defeat crime together.

Our commitment to **protecting the whole community**

Flock Safety helps thousands of cities prevent and eliminate crime with technology that captures objective evidence and delivers it into the hands that serve and protect. In our pursuit of a safer society, we place our commitment to protecting individual privacy and mitigating bias at the core of every policy and product we develop.

WE FOCUS ON PROTECTING PRIVACY AND ENABLING ACCOUNTABILITY

- Flock devices only capture objective evidence, whether vehicular, audio, or video. Flock does not enable predictive policing.
- Flock devices do not connect to databases to identify name, identifiers, addresses, or other information about people.
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user.
- Customers own 100% of all data captured on our devices. We never share or sell data with third parties.
- All images and metadata are encrypted in the cloud for maximum security compliance.
- Flock has created the first LPR Transparency Portal, provided to customers optionally for free, to document LPR usage, policies, and ROI for their community.



flock safety

flocksafety.com

(866) 901-1781 | support@flocksafety.com

Contact Person: Shawna Ernst

Agenda Name: Public Safety Committee

Agenda Item Type: Contract Item

Council Sponsors: CM Zappone and CP Wilkerson

Lease? No

Grant Related? Yes

Public Works? No

Agenda Item Name: WATPA Grant – Flock ALPR Purchase and Camera Placement

Agenda Wording: Spokane Police Department seeks approval for ALPR camera placement at key intersections throughout the City of Spokane.

Summary (Background): Spokane Police Department will migrate from our current ALPR vendor to Flock for fixed camera locations. Flock cameras will be installed at high traffic locations throughout the City of Spokane with a focus on the investigative value of each location (for vehicle theft, missing persons, and violent crime).

We have funding for 28 Falcon cameras (fixed locations) and 2 Falcon Flex cameras (cameras that we can move as needed).

We would like approval for more locations than we currently have budget for, so that we can work with the vendor to identify feasibility of each location. Also, if we identify future sources of funding, we could more quickly add cameras to the system.

Proposed locations are:

- S Division St and E 2nd Ave
- E Trent Ave and N Fancher St
- N Division St and W Francis Ave
- N Washington St and W North River Dr
- S Freya St and E 3rd Ave
- S Thor St and E 2nd Ave
- W Sunset Blvd and S Cannon St
- SR 291 (Nine Mile) and W Rifle Club Rd
- Maple St Bridge
- N Maple St and W Maxwell Ave
- N Lidgerwood St and E Wedgewood Ave
- N Hamilton St and E Mission Ave
- N Market St and E Euclid Ave
- W Indian Trail Rd and W Francis Ave
- Garland and Monroe
- Monroe and Northwest Blvd
- The Y
- Monroe St Bridge

- Division St Bridge
- Trent St Bridge
- W Spokane Falls Blvd and N Post St
- TJ Meenach Bridge
- N Greene St and E Upriver Dr
- US 195 and Cheney Spokane Rd
- US 195 and Hatch Rd
- E 5th Ave and S Altamont St
- E 9th Ave and S Perry St
- N Division St and E Lyons Ave
- N Division St and E Montgomery Ave
- N Nevada St and E Wellesley Ave
- E 29th Ave and S Regal St
- E Wellesley Ave and North-South Freeway (US 395)
- N Crestline St and E Francis Ave
- S Southeast Blvd and S Regal St

SPD will safeguard privacy by requiring an investigative reason for each Flock search. Searches will be audited on a regular basis to ensure appropriate use. SPD staff will follow all relevant Washington State and local laws governing ALPR use and data privacy. Flock natively stores individual ALPR data for 30 days and then purges the data. Summary aggregate data (ex: overall traffic counts) can be stored longer. SPD staff will manually retain data needed for prosecution.

Additionally, Flock will provide a transparency portal with public-facing information about the use of the Flock program (ex: <https://transparency.flocksafety.com/-spokane-county-wa-so>).

Approved in current year budget? Yes

Total Cost(current): \$119,028.00

Total Cost(subsequent): \$91,000

Narrative: Funded for 2025 using WATPA grant (\$100k) and departmental funds (\$19,028), subsequent funding from Department's existing budget. Note: the cost listed assumes that Flock will need to install poles for each of the 28 cameras. If they can use existing City of Spokane hardware, the cost will be lowered. This quote presents the highest potential cost.

Funding Occurrence: Recurring

Funding Source: Grant

Expense Occurrence: Recurring

Budget Code: 1620-91824-94210-56401-99999

What impacts would the proposal have on historically excluded communities?: This project will aid in recovering stolen vehicles, finding missing persons, and solving violent crimes. The Department will use this tool for the benefit of people from all backgrounds.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?: The department can analyze the program success by crime victim demographics and show how the tool aids people from historically excluded communities.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?: SPD will track when Flock led to a recovered vehicle, the location of missing people, and when Flock provided valuable information to help solve a case. SPD will build a checkbox in our current police report system to aid in tracking use of Flock.

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?: We are seeking approval for this project to align with SMC Chapter 18.04. Additionally, the City can choose to add aggregated traffic count data for each camera at a cost of \$500/year. That data can be used in traffic studies and aid in the traffic calming program.

Council Subcommittee Review: N/A

Distribution List: SPDExecutiveStaff@spokanepolice.org, SPDFinance@spokanepolice.org

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/28/2025

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

POLICE

Bid #**Contact Name/Phone**

MIKE MCNAB 4115

Requisition #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - FOURTH QUARTER 2024 POLICE SEIZURE/FORFEITURE REPORT

Agenda Wording

Quarterly report on the proceeds and expenditure of asset seizure/forfeiture funds.

Summary (Background)

As required under SMC 08.19.040 - the Spokane Police Department shall provide City Council quarterly reporting on the receipt of proceeds from all civil forfeiture funds as well as all expenditures of forfeiture funds. This report is submitted to capture activity during the 4th quarter of 2024, period ended December 31, 2024.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

2024 Asset Forfeiture Report

Updated 1/28/2025

2024 Forfeiture Proceeds by Quarter

1st Quarter		
Federal Net Proceeds		\$127,295.07
State Net Proceeds		\$39,434.90
Gross Proceeds	\$44,857.84	
Auction Costs/Commissions	(\$1,041.25)	
State 10% Share	(\$4,381.69)	
2nd Quarter		
Federal Net Proceeds		\$5,962.90
State Net Proceeds		\$18,344.05
Gross Proceeds	\$30,199.82	
Auction Costs/Commissions	(\$9,817.53)	
State 10% Share	(\$2,038.24)	
3rd Quarter		
Federal Net Proceeds		\$0.00
State Net Proceeds		\$497,545.88
Gross Proceeds	\$552,828.79	
Auction Costs/Commissions	\$0.00	
State 10% Share	(\$55,282.91)	
4th Quarter		
Federal Net Proceeds		\$37,653.33
State Net Proceeds		\$12,952.98
Gross Proceeds	\$16,474.00	
Auction Costs/Commissions	(\$2,081.80)	
State 10% Share	(\$1,439.22)	
2024 TOTALS		
Federal Net Proceeds		\$170,911.30
State Net Proceeds		\$568,277.81
Total		\$739,189.11

2024 Forfeiture Expenditures by Quarter

1st Quarter		
Federal Funds		\$25,000.00
Support of Community-Based Organizations	\$25,000.00	
State Funds		\$106,304.14
CI Funds	\$31,620.00	
UC Vehicles	\$74,499.14	
Training & Travel	\$185.00	
2nd Quarter		
Federal Funds		\$3,051.30
Investigative Equipment	\$2,180.17	
Gardner Furniture	\$871.13	
State Funds		\$54,985.69
CI Funds	\$35,635.00	
UC Vehicles	\$14,553.19	
Training & Travel	\$4,797.50	
3rd Quarter		
Federal Funds		\$8,278.40
Investigative Equipment	\$2,066.58	
Protective Equipment	\$6,211.82	
State Funds		\$127,889.21
CI Funds	\$31,665.00	
Training & Travel	\$22,325.56	
UC Vehicles	\$48,474.38	
Forfeited Title Transfer	\$2,277.29	
Vehicle Mounted Camera System	\$11,924.34	
Narcans	\$11,222.64	
4th Quarter		
Federal Funds		\$16,435.96
Training & Travel	\$12,000.00	
Investigative Equipment	\$1,623.40	
Gardner Furniture	\$2,812.56	
State Funds		\$130,447.79
CI Funds	\$10,570.00	
Training & Travel	\$6,598.11	
UC Vehicles	\$96,406.55	
Forfeited Title Transfer	\$210.00	
Department Retained Equipment	\$314.00	
Air Respirators	\$16,349.13	

2024 TOTALS

Federal Funds

\$52,765.66

State Funds

\$419,626.83

Total Expenditures: \$472,392.49

I certify that all seized funds were spent consistent with federal and state laws.

Mike McNab

01/28/25

[Mike McNab \(Jan 28, 2025 12:19 PST\)](#)

Assistant Chief Michael McNab

Date

2024 Q4 SPD Asset Forfeiture Report

Final Audit Report

2025-01-28

Created:	2025-01-28
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJWbVDHSTTr52n3lbpQcrjoLYvzluz9I

"2024 Q4 SPD Asset Forfeiture Report" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2025-01-28 - 7:34:10 PM GMT
-  Document emailed to Mike McNab (mmcnab@spokanepolice.org) for signature
2025-01-28 - 7:34:19 PM GMT
-  Email viewed by Mike McNab (mmcnab@spokanepolice.org)
2025-01-28 - 8:17:38 PM GMT
-  Document e-signed by Mike McNab (mmcnab@spokanepolice.org)
Signature Date: 2025-01-28 - 8:19:48 PM GMT - Time Source: server
-  Agreement completed.
2025-01-28 - 8:19:48 PM GMT

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/23/2025

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

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - WASPC FY25-27 BHU GRANT APPLICATION

Agenda Wording

Spokane Police is planning to apply for FY25-27 BHU grant funds through the Washington Association of Sheriffs and Police Chiefs to continue the Behavioral Health Unit. Grant application is due March 5th, 2025 and will be requesting funding for two years.

Summary (Background)

Spokane County Sheriff's Office has elected to pursue their own WASPC BHU grant as opposed to continuing with the regional model. As a result, SPD plans to separately apply for this grant opportunity to request funding for one sergeant, one mental health coordinator and six officers for our Behavioral Health Unit.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Application will be requesting funding for 7 current FTE's along with subaward funding for mental health clinicians.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source Recurring	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
	SPDFinance@spokanecity.org
Dan Waters dwaters@spokanepolice.org	Dale Wells dwells@spokanepolice.org
Steve Wohl sjwohl@spokanepolice.org	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/29/2025

Clerk's File #

RES 2025-0010

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 625-6718

Requisition #**Contact E-Mail**

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

LNAVARRETE ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0320 RESOLUTION SUPPORTING THE IMMIGRANT AND REFUGEE

Agenda Wording

Resolution supporting the immigrant and refugee communities in Spokane and affirming the City of Spokane's compliance with the Keep Washington Working Act of 2019.

Summary (Background)

Immigrant and refugee community members requested a resolution from City Council to support and affirm that the City will abide by the provisions of the Keep Washington Working Act of 2019 and support opportunities to create a safe community for all residents. The Keep Washington Working Act is a Washington State law that directs local law enforcement to not collect information or inquire about immigration status while carrying out their responsibilities, and further provides that local law enforcement not affirmatively assist federal immigration officers in servicing lawful enforcement actions. Many community members are anxious about the state of flux in federal immigration policy and want to ensure that their rights are defended as residents of Washington State and the City of Spokane.

What impacts would the proposal have on historically excluded communities?

The resolution supports minority communities of immigrants and refugees and provides clarity that they can safely engage with local law enforcement without fear of becoming involved with federal immigration enforcement.

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

Not applicable, although ensuring an appropriate response to local calls for law enforcement regardless of the immigration status or refugee status of the caller will presumably generate more accurate data about whether law enforcement is serving the needs of all members of the community.

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

Annual updates from Spokane Police Department.

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

The resolution is consistent with current municipal code and follows city policies of ensuring a safe community where everyone belongs and is guaranteed the services and protections provided by the City of Spokane and the State of Washington.

Council Subcommittee Review

Not reviewed by a subcommittee. Resolution was created in partnership with community members.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
There are no known fiscal impacts associated with complying with the state law.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	BAIRD, CHRISTI
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
Distribution List	

RESOLUTION NO. 2025-0010

A resolution of the committing the City of Spokane to the enforcement of the Keep Washington Working Act of 2019 and supporting legal and immigration defense services.

WHEREAS, the City of Spokane has taken great steps to promote and foster inclusivity, diversity, anti-racism and belonging, and is committed to ending the spread of hate, bigotry, and harassment based on race, color, religion, national origin, ethnicity, sex, gender, gender identity, and expression, sexual orientation or any other protected characteristic as defined by law; and

WHEREAS, as set forth in SMC 01.03.030, the official motto of the City of Spokane is “In Spokane, We All Belong”; and

WHEREAS, as set forth in SMC 12.05.050, the City of Spokane wishes to affirm its commitment to the well-being and safety of all of its community members, to ensure that they are protected and their constitutional rights are respected; and

WHEREAS, as set forth in SMC 18.01.020, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income; and

WHEREAS, the **Keep Washington Working Act (KWWA)**, adopted by the Washington State Legislature in 2019 as Engrossed Second Substitute Senate Bill 5497, establishes statewide policies to ensure public safety and protect the rights and dignity of Washington’s immigrant and refugee communities; and

WHEREAS, the KWWA prohibits the use of state and local resources for immigration enforcement, thus fostering trust between immigrant communities and local law enforcement, and reducing fear of reporting crimes or accessing services; and

WHEREAS, Spokane Chief of Police reminded our community, “SPD does not enforce federal immigration laws or take actions based on an individual’s immigration status in compliance with the Keeping Washington Working Act (RCW 10.93.160),” and further stated “SPD’s role is to serve and protect, ensuring that victims, witnesses, and community members feel safe to report crimes or seek assistance without fear;” and

WHEREAS, Governor Ferguson signed Executive Order 25-04, “Protecting Immigrant Families and Responding to Family Separation;” and creating a Family Separation Rapid Response Team as part of the Department of Children, Youth and Families to “explore

recommended policies and actions for mitigating---to the extent possible---the harm, trauma, and other lasting effects on children who experience family separation through the deportation or detention of their parents or primary caregivers;” and

WHEREAS, if implemented, mass deportation policies will significantly harm children with parents of varying immigration status, many of whom are children that are American citizens and enjoy the rights and privileges afforded to full citizens; and

WHEREAS, the City of Spokane has a proud history of being an inclusive and welcoming city that values diversity and the contributions of immigrant and refugee residents to the social, cultural, and economic fabric of our community; and

WHEREAS, according to the New American Economy Research Fund, 5.6% of the city’s population identifies as an immigrant or refugee, accounting for 7% of STEM workers, 12.7% of manufacturing workers, 8.7% of educational service workers and 7.8% of healthcare workers; and

WHEREAS, the City of Spokane’s immigrant communities face increased risks of detention, deportation, and separation from their families, necessitating robust legal and community support; and

WHEREAS, local organizations have been instrumental in providing critical “know your rights” information, legal and advocacy services to immigrant families, and these organizations face significant resource limitations; and

WHEREAS, access to legal representation significantly improves outcomes for immigrants navigating complex immigration proceedings and contributes to community stability and well-being;

NOW, THEREFORE, BE IT RESOLVED, the City of Spokane affirms that it will continue to be an inclusive, respectful, and just city that is proud of its mosaic of people from diverse cultures, faiths, beliefs and identities, and to celebrate both our individuality and commonality; and

BE IT ALSO RESOLVED, the City of Spokane reaffirms its commitment to the Keep Washington Working Act, including the directive that:

Spokane Police Department personnel shall not inquire into immigration status during interactions with residents or assist in civil immigration enforcement activities as per SMC 18.07.020 Immigration Status Information and SMC 12.05.050 Federal Civil Immigration Enforcement Operations on City Property; and

BE IT ALSO RESOLVED, the City of Spokane supports immigrant and refugee communities and will work proactively to build trust and reduce fear among immigrant and refugee communities, ensuring that all residents feel safe accessing city services and protections; and

BE IT ALSO RESOLVED, the Spokane City Council supports efforts to explore future opportunities to allocate funding to community-based organizations and to expand legal representation and immigration defense services for immigrant and refugee residents; and

BE IT ALSO RESOLVED, the City of Spokane is committed to ongoing training and oversight for city employees and law enforcement to ensure compliance with the Keep Washington Working Act and to promote cultural competency and awareness of civil rights; and

BE IT ALSO RESOLVED, the City of Spokane is committed to reporting and accountability by requesting a biannual report from the Spokane Police Department and any relevant city agencies to assess compliance with the Keep Washington Working Act and to track progress in supporting immigrant and refugee communities; and

BE IT FINALLY RESOLVED that the City of Spokane stands in solidarity with all immigrant and refugee residents and commits to fostering a safe, welcoming, and equitable community for all who call Spokane home.

PASSED AND ADOPTED by the Spokane City Council on this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Public Safety and Community Health Committee Board and Commission Updates:

- Police Advisory Committee
 - Zappone
- C.O.P.S.
 - Cathcart

PSCHC Committee Council Staff Updates:

- Policy Advisor
 - Chris Wright

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/14/2025
		Clerk's File #	OPR 2025-0100
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	RE 20655
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PRE-PURCHASE APPROVAL FOR UP TO 4 USED SIU UNITS		

Agenda Wording

Fleet Services is seeking pre-purchase approval for up to 4 used vehicles for SPD to be used as undercover SIU units.

Summary (Background)

SPD has \$120,000 budgeted for the purchase of used undercover vehicles to be used for SIU investigations. Up to 4 used vehicles will be purchased. The final number is dependent upon used vehicle availability and applicable trade in value. Pre-purchase is necessary to avoid missing purchase opportunities while navigating the approval process.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost and performance data will be collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ \$120,000		
Current Year Cost	\$ \$120,000		
Subsequent Year(s) Cost	\$ \$0		
<u>Narrative</u>			
Vehicles will be purchased using Fleet Services used vehicle purchasing and valuation guidelines and applicable City Purchasing rules.			
Amount			
Budget Account			
Expense \$ 120,000	# 1560-17200-94210-56404-68074		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence One-Time			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		kschmitt@spokanecity.org	



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 02/03/2025

Committee Agenda type: Consent

Council Meeting Date: 02/24/2025

		Date Rec'd	1/30/2025
		Clerk's File #	OPR 2021-0257
		Cross Ref #	
		Project #	
Submitting Dept	FIRE	Bid #	CR 27203
Contact Name/Phone	JULIE O'BERG (509)625-7001	Requisition #	
Contact E-Mail	JOBERG@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	INFOR CAD SOFTWARE RENEWAL		

Agenda Wording

Contract Renewal with Infor Public Sector, Inc. to provide annual contract maintenance of the Fire Computer Aided Dispatch System.

Summary (Background)

Yearly CAD Maintenance Contract - CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor Public Sector of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. Contract period is for May 1, 2025 through April 30, 2026. Annual cost of \$99,545.35, of which \$11,782.57 Spokane Fire is responsible and remaining balance will most likely be reimbursed by Spokane Regional Emergency Communications (SREC) on a pro-rated basis from 05/01/2025-12/31/2025 if everything remains current. This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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?

Not applicable

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 104,712.22		
Current Year Cost	\$ 104,712.22		
Subsequent Year(s) Cost	\$ -0-		
<u>Narrative</u>			
If SREC breaks ties with the City on Jan 1, 2026, they will owe the City approximately \$54,208.96 for services from May 1 to Dec 31, 2025. If SREC continues to provide services to the City for this contract period they will owe the City \$92,929.65.			
Amount			
Budget Account			
Expense \$ 92,929.65	# 1970-35210-28200-54820-99999		
Expense \$ 11,782.57	# 1970-35142-22100-54820-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence One-Time			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director		PURCHASING	NECHANICKY, JASON
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor			
Distribution List			
Shawna Wagner (signer) shawna.wagner@infor.com		Scott Campbell scampbell@spokanecity.org	
Fire Accounting fireaccounting@spokanecity.org		Kevin Schmitt kschnitt@spokanecity.org	
Julie O'Berg joberg@spokanecity.org			



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

**AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-26**

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, 2025 and terminating April 30, 2026. 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-26 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



< **Business Lookup**

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 information:

[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			Active	Mar-31-2025	Feb-04-2019
Spokane General Business - Non-Resident				Active	Mar-31-2025	Feb-14-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FLAMINI, MATTHEW	
HYLTON, ANDRE P	
PRITCHARD, LINDSAY	
SAMUELSON, KEVIN	



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
1/23/2025 9:56:57 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2024

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Koch-GAWUC-24-25	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Old Republic Insurance Company			24147
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:**

SEA-003814989-05

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 315812 24	12/01/2024	12/01/2025	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315811 24	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 314306 24	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Crime			MWML 315899 24	12/01/2024	12/01/2025	Limit, per Loss	1,000,000

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

Evidence of coverage

CERTIFICATE HOLDER
 City of Spokane
 Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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Invoice	Invoice Date	Due Date
P - 8685-US06A	01/23/2025	04/30/2025

Invoice

Bill to: Spokane Fire Department
 44 West Riverside
 SPOKANE, WA 99201
 USA
 Attn: Kyle Haugen

Deliver To: Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: License Site

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	05/01/2025	04/30/2026	4,107.96
Paging Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,791.46
Encoder Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,837.12
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	5,750.81
DF/AD Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	3,651.12
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	14,239.08
Locution Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	1,808.72
FireHouse Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	1,421.23
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2025	04/30/2026	11,827.19
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2025	04/30/2026	9,461.73
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2025	04/30/2026	5,502.50
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	6,880.28
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,429.09
EnRoute Mobile Client	Spokane	PROD	1	40	05/01/2025	04/30/2026	9,616.64
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	05/01/2025	04/30/2026	0.00



Invoice	Invoice Date	Due Date
P - 8685-US06A	01/23/2025	04/30/2025

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
CAD Seat Lite	Spokane	PROD	1	2	05/01/2025	04/30/2026	2,407.15
EnRoute CAD Seats Only	Spokane	PROD	1	2	05/01/2025	04/30/2026	267.46
US Digital Fire Station Alerting Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	3,873.66
EnRoute Mobile Client	Spokane	PROD	1	4	05/01/2025	04/30/2026	791.01
EnRoute Mobile Client	Spokane	PROD	1	4	12/04/2025	04/30/2026	402.05
TAX(Type RE - WA)							8,645.96

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

Remit to:

Infor Public Sector, Inc.
 P.O. Box 854213
 Minneapolis, MN 55485-4213
 USA
 Cash.Applications@infor.com
 EFT: Wells Fargo Bank
 ABA #: 121000248
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
96,066.26	8,645.96	104,712.22

Payment Terms: See Due Date.

Special Instructions: For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 104,712.22

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Date Rec'd**

1/30/2025

Clerk's File #

RES 2025-0012

Cross Ref #

OPR 2025-0125

Project #**Council Meeting Date:** 02/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JULIE O'BERG 7001

Requisition #**Contact E-Mail**

JOBORG@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - SOLE SOURCE RESOLUTION FOR READY REBOUND

Agenda Wording

Public Safety is seeking approval for a sole source resolution and 1 year contract for PERSONALIZED HEALTH AND PERFORMANCE PROGRAM for Public Safety staff.

Summary (Background)

Ready Rebound is the sole provider of PERSONALIZED HEALTH AND PERFORMANCE PROGRAM in our region. Sole source resolution has been completed and declaration has been verified in accordance with City administrative policies.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MCNAB, MICHAEL
Division Director	MCNAB, MICHAEL
Accounting Manager	SCHMITT, KEVIN
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PS EXEC REVIEW	YATES, MAGGIE
Distribution List	
	SPDFinance@spokanecity.org
Julie O'Berg joberg@spokanecity.org	Jason Nechanicky jnechanicky@spokanecity.org

RESOLUTION NO. 2025-0012

A Resolution declaring READY REBOUND (Milwaukee, WI) a sole source provider and authorizing the City to enter into a Contract for the purpose of service PERSONALIZED HEALTH AND PERFORMANCE PROGRAM for public safety staff, for one year period – for approximately \$182,000, without public bidding.

WHEREAS, Ready rebound is the only provider of these services in our region; and

WHEREAS, the services provided implement programs that target job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury; and

WHEREAS, the estimated annual expenditure for PERSONALIZED HEALTH AND PERFORMANCE PROGRAM exceed the competitive threshold requirements of \$50,000 for services;

WHEREAS, RCW 39.04.280 (1)(a) and SMC 07.06.170 (A) authorizes the City to waive the competitive bidding requirements for services limited to a single source of supply;

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane, pursuant RCW 39.04.280(1)(a) and SMC 07.06.170 (A) that it hereby declares the PERSONALIZED HEALTH AND PERFORMANCE PROGRAM through READY REBOUND a sole source and waives the bidding requirements; and

BE IT ALSO RESOLVED that the City Council authorizes the City to enter into a contract with READY REBOUND for the PERSONALIZED HEALTH AND PERFORMANCE PROGRAM , in an amount not to exceed \$182,000 (excluding applicable taxes) and to expire December 31, 2025.

Passed by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/21/2025
		Clerk's File #	OPR 2023-0470
		Cross Ref #	RES 2018-0022 & RES 2017-0027
		Project #	
Submitting Dept	INFORMATION TECHNOLOGY	Bid #	SOLE SOURCE
Contact Name/Phone	PEGGY LUND (509)625-6954	Requisition #	
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5300 JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE		

Agenda Wording

Contract with Journal Technologies for eSeries Annual Software Maintenance & Support. Contract term is March 8, 2025 - March 7, 2026. Contract cost is \$174,289.91, including tax.

Summary (Background)

This contract is necessary to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized vendor to provide maintenance services on the eSeries software system. This year's cost is \$174,289.91, including tax. Last year's cost was \$169,213.51, including tax. Cost increase is due to 3% CPI per the contract.

What impacts would the proposal have on historically excluded communities?

N/A Software Application

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 Software Application

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

N/A Software Application

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Journal Technologies, Inc technical services.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ \$174,289.91		
Current Year Cost	\$ \$174,289.91		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This request is for software upgrades and Help Desk support for all eSeries modules.			
Amount			
Budget Account			
Expense	\$ 174,289.91	# 5300-73300-18850-54820	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Danny Hemnani - dhemnani@journaltech.com		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses		2nd Signature: Brian Cardile -	
Peggy Lund - klund@spokanecity.org			



January 3, 2025

Peggy Lund
Supervisor Information Systems Analyst
City of Spokane Municipal Court

Delivered via email to klund@spokanecity.org

RE: Price Quote for Annual eCourt License, Maintenance, & Support

Dear Peggy Lund,

Journal Technologies would like to take this opportunity to present you with a price quote for eCourt®, eProsecutor®, eDefender®, & eProbation® License, Maintenance and Support Fees for March 8, 2025, through March 7, 2026.

For eCourt:

	Users	Unit Price	CPI Increase	Total
Tier 1	65	1,010.67	1.03	\$ 67,664.36
Sales Tax @ 9%				6,089.79
				\$ 73,754.15

For eProsecutor, eDefender, and eProbation:

	Users	Unit Price	CPI Increase	Total
Tier 1	50	1,081.50	1.03	55,697.25
Tier 2	41	865.20	1.03	36,537.40
				92,234.65
Sales Tax @ 9%				8,301.12
				\$ 100,535.76

Thank you and we appreciate your continued partnership with JTI.

Sincerely,

Angelino Lim,
Associate Contracts Manager
Journal Technologies, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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

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

PRODUCER IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C. No. Ext): (626) 799-7000 FAX (A/C. No.): (626) 583-2117 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E: Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F: CanopiUS Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D:		INSURER E: Lloyd's of London	15792	INSURER F: CanopiUS Insurance, Inc.
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Company	19682														
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INSURER D:															
INSURER E: Lloyd's of London	15792														
INSURER F: CanopiUS Insurance, Inc.	12961														
INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 83489299

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			72UENCM4716	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			72XHUBL0DT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	72WEBL0D60	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

GL Additional Insured applies per HG00010916 attached, only if required by written contract/agreement.
 Additional Insured(s): City of Spokane.

CERTIFICATE HOLDER

City of Spokane
 808 W Spokane Falls Blvd, 7th Floor,
 Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ron Wanglin

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ACORD 25 (2016/03)

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

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

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

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

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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

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

PRODUCER IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E : Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F : CanopiUS Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D :		INSURER E : Lloyd's of London	15792	INSURER F : CanopiUS Insurance, Inc.
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INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 83489300

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			72UENCM4716	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			72XHUBL0DT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		N/A	72WEBL0D60	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

GL Additional Insured, Primary & Non-Contributory Wording and Waiver of Subrogation apply per HG00010916 attached, only if required by written contract/agreement. Additional Insured(s): City of Spokane, MIS Department

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, MIS Department
 Attn: Joan Hamilton, Operations Manager
 808 W Spokane Falls Blvd., 7th Floor
 Spokane WA 99201-3344

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

AUTHORIZED REPRESENTATIVE

Ron Wanglin

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ACORD 25 (2016/03)

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

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

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. 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.
- c. 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.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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 enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. 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.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any 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 where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. 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.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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

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

PRODUCER IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E : Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F : CanopiUS Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D :		INSURER E : Lloyd's of London	15792	INSURER F : CanopiUS Insurance, Inc.
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INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 83489301

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			72UENCM4716	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			72XHUBL0DT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			72WEBL0D60	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

of Insurance.

CERTIFICATE HOLDER

City of Spokane, MIS Department
 Attn: Joan Hamilton, Operations Manager
 808 W. Spokane Falls Blvd., 7th Floor
 Spokane WA 99201-3344

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ron Wanglin

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ACORD 25 (2016/03)

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City of Spokane
CONTRACT RENEWAL
2 of 4
Title: eSERIES CASE MANAGEMENT SYSTEM
LICENSING, SUPPORT AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321, 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 eSERIES Case Management System Licensing, Support and Maintenance; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 15, 2023 and May 26, 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 TERM.

This Contract Renewal shall become effective on March 1, 2025 and shall run through March 7, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED NINETY-NINE AND 01/100 (\$159,899.01)**, plus tax, in accordance with Invoice dated January 3, 2025, 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.

JOURNAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Chief Executive Officer

Title

By _____
Signature Date

Type or Print Name

Corporate Secretary

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Invoice dated January 3, 2025

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

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

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

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

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

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

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

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



< Business Lookup

License Information:

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

Entity name: JOURNAL TECHNOLOGIES, INC.
Business name: JOURNAL TECHNOLOGIES, INC.
Entity type: [Profit Corporation](#)
UBI #: 602-789-541
Business ID: 001
Location ID: 0001
Location: Active
Location address: 915 E 1ST ST
 LOS ANGELES CA 90012-4050
Mailing address: 915 E 1ST ST
 LOS ANGELES CA 90012-4050

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

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

Endorsements

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
Federal Way General Business - Non-Resident	16-101615-00			Active	Dec-31-2025	Apr-04-2016
Spokane General Business - Non-Resident	T11052911BU			Active	Dec-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JOURNAL TECHNOLOGIES, INC.	
NAKAMURA, ERIK	

Registered Trade Names



Registered trade names

Status

First issued

JOURNAL TECHNOLOGIES, INC.

Active

Nov-23-2021

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/23/2025
8:25:19 AM

Contact us

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/03/2025

		Date Rec'd	1/29/2025
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	FACILITIES MANAGEMENT	Bid #	PW ITB 6316-25
Contact Name/Phone	DAVE STEELE 625-6064	Requisition #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request		NO	
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	5900 FAC WATER DEPARTMENT METER SHOP MAIN OFFICE RENOVATION		

Agenda Wording

The Facilities Department, in partnership with Water and Purchasing, has completed the design and bid for renovation work for the Water Department's Meter Shop and Main Office. Due to issues within ProcureWare, the City made the decision to reject all bids from the first bid and re-issued the bid package. This now limits timing for the contract process through Committee to Council.

Summary (Background)

Bids are due for this project on February 10th. Based on the the original bids which includes the 10% contingency, we are estimating the total cost to be \$5,500,000.00. Facilities, in partnership with the Water Department, is requesting council approval to begin the approval process for a contract with the apparent low bidder now, prior to the rebid opening February 10, 2025. The final contract cost and contractor information shall be provided at the first consent briefing, and all final documentation and contract costs shall be included in the agenda item prior to council's final action on this item.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 5,500,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 5,500,000.00	# 4100-42490-94340-56501-11027
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	TEAL, JEFFREY
Division Director	STRATTON, JESSICA
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PURCHASING	NECHANICKY, JASON
Distribution List	
	tprince@spokanecity.org
dstele@spokanecity.org	kbustos@spokanecity.org
kyoung@spokanecity.org	klong@spokanecity.org
laga@spokanecity.org	facilitiesdepartment@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department – Spokane Water Department Meter Shop Main Office Renovation – Phase 1 Rebid.
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department, in partnership with the Water Department and the Purchasing Department, has completed the design and bid of renovation work for the Water Department’s Meter Shop / Main Office. Due to issues within Procurement, and in the interest of fairness to all bidders, the City made the decision to reject all bids from the first bid and re-issued the bid package.</p> <p>Bids are due to be received on the 10th of February, and based on the original bids the contract value including a 10% contingency is estimated to be approximately \$5,500,000.00 plus any applicable tax.</p> <p>Facilities, in partnership with the Water Department, is requesting council approval to begin the approval process for a contract with the apparent low bidder now, prior to the rebid opening on February 10th, 2025</p> <p>The final contract cost and contractor information shall be provided at the first consent briefing, and all final documentation and contract costs shall be included in the agenda item prior to council’s final action on this item.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 5,500,000
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source:	Water Department 4100-42490-94340-56501-11027.
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A

Operations Impacts (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities? NA – Basic Utility Need</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? NA – Basic Utility Need</p>
<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? NA – Basic Utility Need</p>
<p>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?</p> <p>The Water Department provides basic utility services for the continued development of infill residential housing.</p>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/29/2025
		Clerk's File #	OPR 2025-0125
		Cross Ref #	RES 2025-0012
		Project #	
Submitting Dept	POLICE	Bid #	
Contact Name/Phone	JULIE O'BERG 7001	Requisition #	CR 27201
Contact E-Mail	JOBERG@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	0680 - READY REBOUND SERVICES FOR PUBLIC SAFETY		

Agenda Wording

2025 renewal with Ready Rebound for orthopedic injury treatment services for Spokane Fire and Police personnel. (New contract)

Summary (Background)

Ready Rebound creates integrated, comprehensive and personalized health and performance programs for SFD and SPD members following injuries. The program targets recovery and provides resources and initiatives that support an improved process of management and prevention of injury. The single source service solutions help reduce injury related costs and streamline the management of injury treatment and rehabilitation. Contract will provide injury treatment services to both Police and Fire department personnel. Agreement term January 1, 2025 to December 31, 2025.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 181,775		
Current Year Cost	\$ 181,775		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
One-year agreement with \$84,975 from FD and \$96,800 from PD.			
Amount			
Budget Account			
Expense \$ 84,975	# 1970-35121-22200-54103-99999		
Expense \$ 96,800	# 0680-30210-21100-54103-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence One-Time			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	MCNAB, MICHAEL	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	PURCHASING	NECHANICKY, JASON
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
	Kevin Schmitt kschmitt@spokanecity.org		
Kevin Hall khall@spokanepolice.org	Julie O'Berg joberg@spokanecity.org		
Matt Cowles mcowles@spokanepolice.org	Tom Williams tmwilliams@spokanecity.org		
SPDFinance@spokanecity.org			



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **TREATMENT FOR ORTHOPEDIC INJURIES FOR SPOKANE POLICE AND FIRE DEPARTMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **READY REBOUND, INC.**, PO Box 8282, Carol Stream, Illinois 60197-8282 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Orthopedic Injury Treatment Services for the Spokane Police Department and Spokane Fire Department pursuant to the Order Form dated December 18, 2024, attached as Exhibit B. Company has been deemed a Sole Source Provider. The Sole Source Justification Form is attached as Exhibit C. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2025, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company’s services under this Agreement shall not exceed **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$181,775.00)**, (\$84,975.00 FROM THE Spokane Fire Department; and \$96,800.00 from the Spokane Police Department), plus applicable sales tax, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the proper City Department, City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260, Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

9. 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.

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

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

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the

Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

READY REBOUND, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certification Regarding Debarment
- Exhibit B – Company’s Order Form dated December 18, 2024
- Exhibit C – Sole Source Justification Form

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

EXHIBIT C



Ready Rebound, Inc.
 311 E. Chicago St.
 Suite 520
 Milwaukee, WI, 53202
 United States

Created On:	12/18/24
Order Form Expiration:	1/17/25
Subscription Start Date:	1/1/25
Subscription End Date:	12/31/25

For bill payments, please send checks to:
 Ready Rebound, Inc.
 PO Box 8282
 Carol Stream, IL 60197-8282

Prepared By:	Michelle Rivera on behalf of Marcus Laurinaitis
Email:	mlaurinaitis@readyrebound.com
Subscription Term:	1-year

Customer Information

Customer:	City of Spokane	Contact Name:	Michelle Loucks	Billing Contact:	Kim Claar
Bill To/Ship To:	808 W Spokane Falls Blvd. Spokane, WA 99201	Email:	dloucks@spokanepolice.org	Email:	eraspdacct@spokanepolice.org
		Phone:	509-625-4055		

Order Details

Billing Frequency: Annual **PO # If Required:**
Payment Terms: Net Thirty (30) Days

SUBSCRIPTION SERVICES:

Product / Service	Member Type	Paid Members	Price per Member per Year	Start Date	End Date	Annual Fee	
Ready Rebound Recover 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers. Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers. Service is available for all injury circumstances (including on-duty and off-duty) for paid members, their immediate family, and retirees.	Fire	309	\$ 275.00	1/1/25	12/31/25	\$84,975.00	
	Police	352	\$ 275.00	1/1/25	12/31/25	\$96,800.00	
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Annual Subscription Total: \$181,775.00

PROFESSIONAL SERVICES:

Professional Service	Amount	Date	Total Price
Implementation Establishment of provider partnerships, department training, and member onboarding. Exact implementation timelines will be confirmed with the Client administration during the Project Kickoff call.	\$ -	1/1/25	\$0.00

Professional Services Total: \$0.00

Billing Table:

Due Date	Amount Due
January 1, 2025	\$181,775.00

Order Form Legal Terms

This Order Form is entered into between Ready Rebound, Inc., with its principal place of business at 311 E. Chicago St., Suite 520, Milwaukee, WI 53202 ("Ready Rebound"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Master Subscription Agreement ("MSA") executed by the parties and attached, or if no such MSA is executed or attached, the MSA at <https://readyrebound.com/terms-and-conditions-102dn3> and any applicable Statement of Work ("SOW") incorporated herein in the event additional Professional Services are purchased. The Order Form, MSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Subscription Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the MSA. Each party's acceptance of this Order Form is conditional upon the other's acceptance of the terms in the MSA to the exclusion of all other terms. This Order Form is executed by a duly authorized signatory. In addition the Parties agree to amend the MSA to include the following new section(s):

MSA link: <https://readyrebound.com/terms-and-conditions-102dn3>

Customer:	
Signature:	
Name	
Title	
Date	

Company:	Ready Rebound, Inc.
Signature:	
Name	
Title	
Date	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2024

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

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

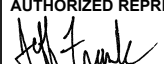
PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 850 Milwaukee, WI 53202	CONTACT NAME: Christine Blasingame PHONE (A/C, No, Ext): (414) 221-0387 1387 FAX (A/C, No): (414) 271-0196 E-MAIL ADDRESS: cblasingame@robertsonryan.com
	INSURER(S) AFFORDING COVERAGE
INSURED Ready Rebound Inc 311 E Chicago Street Ste 520 Milwaukee, WI 53202	INSURER A : Selective Insurance Company of America 12572
	INSURER B : Hartford Fire Insurance Company 19682
	INSURER C : BERKLEY REGIONAL INSURANCE COMPANY 29580
	INSURER D : Coalition Insurance Solutions Inc
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	S 2552607	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2552607	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	S 2552607	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	83WBCAY8R86	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/E&O			BMP-1013560-01	4/1/2024	4/1/2025	Aggregate 2,000,000
D	Cyber Liability			C-4LRV-092886-CYBER-2024	5/15/2024	5/15/2025	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 MONOPOLISTIC STATES OF ND, OH, WA, AND WY ARE EXCLUDED FROM WORKERS COMPENSATION COVERAGE
 WORKERS COMPENSATION POLICY INCLUDES WASHINGTON STOP GAP LIABILITY
 AS REQUIRED BY WRITTEN CONTRACT, ANY PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON A PRIMARY & NONCONTRIBUTORY BASIS WITH RESPECT TO THE GENERAL LIABILITY.
 AS REQUIRED BY WRITTEN CONTRACT, A WAIVER OF SUBROGATION APPLIES ON THE GENERAL LIABILITY AND WORKERS COMPENSATION.
 30 DAY NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NONPAYMENT

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESSOWNERS LIABILITY ENHANCEMENT
(INCLUDING BUSINESSOWNERS COMMON POLICY
CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs **1.(b)** and **1.(d)** of Paragraph **f. Coverage Extension — Supplementary Payments** are replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.

B. EXCLUSIONS

The following changes are made under Paragraph **B. Exclusions:**

1. NON-OWNED AIRCRAFT

Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

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

(a) Less than 60 feet long; and

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

With respect to Paragraph **(a)** above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph **(4)** of Exclusion **p. Personal And Advertising** is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph **1. Applicable to Business Liability Coverage** is replaced by the following:

00000FS 2552607 420

Exclusions **c., d., e., f., g., h., i., k., l., m., n. and o.** in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance** in **SECTION II — LIABILITY.**

- b. Sub-paragraph **3.** of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

- c. Sub-paragraph **a.** of Definition **9.** "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

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

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph **2. Applicable to Medical Expenses Coverage** is replaced by the following:

- a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

- a. **Owners, Lessees or Contractors / Architects, Engineers and Surveyors**

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph (1) above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to: "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 by or for you, 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; and
(b) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph (1) above are completed.

b. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

(1) Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability from "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 or organization.

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.

(2) Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

(3) Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

(4) Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (a)** 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; or
- (b)** 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:
 - (i)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (ii)** The construction, erection or removal of elevators; or
 - (iii)** The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" 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".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but 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.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. NEWLY FORMED OR 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,

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

- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. 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 Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE

Sub-paragraph **2.a.(1)(d)** of Paragraph **C. Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardiopulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs **a.** and **b.** of Paragraph **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition **3.** is replaced by the following:

- 3. "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. (In New York, mental anguish has been determined to be "bodily injury.")

2. TEMPORARY WORKERS AS EMPLOYEES

Definition **5.** is replaced by the following:

- 5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph **f.(1)** of Definition **12.** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition **14.:**

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
 - (1) The insured; or
 - (2) Anyone considered an insured under Paragraph **C. Who Is An Insured;**
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
 - c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.
- It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **C. Concealment, Misrepresentation Or Fraud**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

- 2. Paragraph **G. Liberalization** is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

3. Primary and Non-Contributory Provision

The following is added to Paragraph 2. of Condition **H. Other Insurance**:

- c. This insurance is primary to and we 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 a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. The following is added to Paragraph 2. of Condition K. Transfer Of Rights Of Recovery Against Others To Us:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Coe, Melanie

From: Haugen, Kyle
Sent: Wednesday, April 24, 2024 7:58 AM
To: Clerks - City of Spokane
Subject: FW: Updated COI
Attachments: 2024-25 COI Master - City of Spokane.pdf

Hi,

This COI should be filed with OPR 2021-0480. This contract recently went up for renewal and I believe is pending signatures...

Best Regards,

Kyle Haugen | Senior Accountant | 509.625.7156
City of Spokane Fire Department, Accounting



Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

From: James Mastrocola <jmastrocola@readyrebound.com>
Sent: Wednesday, April 24, 2024 5:42 AM
To: Haugen, Kyle <khaugen@spokanecity.org>
Subject: Updated COI

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kyle,

Here is an updated COI.

Jim Mastrocola
Xperience Executive
Mobile: 414 520 6938 *New Number*
New Email: jmastrocola@readyrebound.com
www.readyrebound.com



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< Business Lookup

License Information:

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

Entity name: READY REBOUND, INC.

Business name: READY REBOUND, INC.

Entity type: Profit Corporation

UBI #: 604-855-332

Business ID: 001

Location ID: 0001

Location: Active

Location address: 311 E CHICAGO STREET
SUITE 500
OFC
MILWAUKEE WI 53202-5896

Mailing address: 311 E. CHICAGO STREET
SUITE 500



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
Kirkland General Business - Non-Resident				Active	Jan-31-2026	Feb-24-2023
Poulsbo General Business - Non-Resident				Active	Jan-31-2026	Apr-06-2022
Puyallup General Business - Non-Resident				Active	Jan-31-2026	Mar-25-2022
Spokane General Business - Non-Resident				Active	Jan-31-2026	Feb-06-2023
Tumwater General Business - Non-Resident	R-018219			Active	Jan-31-2026	Feb-23-2023
Vancouver General Business - Non-Resident				Active	Jan-31-2026	Aug-30-2023



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

Governing people

Title

REEVES, DAVID

Registered Trade Names

Registered trade names

Status

First issued

READY REBOUND, INC.

Active

Feb-15-2024

The Business Lookup information is updated nightly. Search date and time: 1/6/2025 7:08:09 AM

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Date Rec'd**

1/29/2025

Clerk's File #

OPR 2025-0123

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

SHAWNA 4106

Requisition #**Contact E-Mail**

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

0680 - BYRNE JAG GRANT – FACILITY CAMERAS

Agenda Wording

Spokane Police Department seeks approval for improving security and employee/visitor safety at our facilities through additional security cameras and replacement of existing security cameras.

Summary (Background)

Spokane Police Department would improve security at our facilities by updating/adding cameras as follows: 1.) Gardner Building: Replace 12 cameras. Add 2 exterior cameras with views of the overflow parking lot. 2.) Downtown Precinct: Replace 3 cameras. Add 3 exterior cameras with better views of the sidewalks/building approaches. 3.) Northeast Precinct: Replace 5 cameras. Add 1 exterior camera with better views of the parking lot and front entrance. 4.) South Precinct: Replace 2 cameras. Add 6 exterior cameras to the building corners for better views of building access points.

What impacts would the proposal have on historically excluded communities?

This project will improve security for employees and for visitors to police facilities from any background.

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?

We do not plan to collect data regarding the effects of the updated security cameras.

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

We do not plan to track the effectiveness of the cameras.

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?

We are seeking approval for this project to align with SMC Chapter 18.04.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 65,000	
Current Year Cost		\$ 65,000	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Funded using the Byrne Discretionary Grant - Camera Project line item. Costs include 5 quotes for camera equipment via CDW-G and estimated costs for a Dell Server for video storage.			
Amount		Budget Account	
Expense	\$ 65,000	# 1620-91812-21140-53524-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	MCNAB, MICHAEL	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
Division Director	MCNAB, MICHAEL	<u>ACCOUNTING -</u>	BAIRD, CHRISTI
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		PoliceChiefs@spokanepolice.org	
SPDFinance@spokanecity.org			



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ORIN FITZGERALD,

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQVX	1/8/2025	DOWNTOWNPRE	12973674	\$8,960.85

IMPORTANT - PLEASE READ

Additional Information:

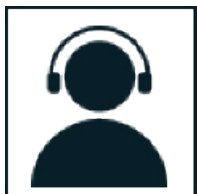
Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS P4708-PLVE - network panoramic camera - dome - TAA Compliant	6	7949657	\$1,370.16	\$8,220.96
Mfg. Part#: 02944-001				
Contract: OMNIA Mesa 2024056-01 - GOV (2024056)				

SUBTOTAL	\$8,220.96
SHIPPING	\$0.00
SALES TAX	\$739.89
GRAND TOTAL	\$8,960.85

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Dan Ferner | (866) 465-9919 | danfern@cdw.com

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQZB	1/8/2025	GARDNEROVERFLOWPARKING	12973674	\$5,566.43

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS Q6010-E 60Hz - network surveillance camera - dome Mfg. Part#: 01981-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	6132347	\$1,897.08	\$1,897.08
AXIS Q6074-E 60 Hz - network surveillance camera Mfg. Part#: 01974-004 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	5822156	\$2,862.80	\$2,862.80
AXIS T98A18-VE Surveillance - cabinet Mfg. Part#: 5900-181 UNSPSC: 45121518 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	2840664	\$346.94	\$346.94

SUBTOTAL	\$5,106.82
SHIPPING	\$0.00
SALES TAX	\$459.61
GRAND TOTAL	\$5,566.43

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to:
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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQLV	1/8/2025	SPD GARDNER CAMERAUPGRADE	12973674	\$13,801.26

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS M4327-P Panoramic Camera Mfg. Part#: 02636-004 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	7560852	\$558.45	\$558.45
AXIS P1468-LE - network surveillance camera Mfg. Part#: 02342-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	10	7098029	\$1,073.31	\$10,733.10
AXIS P4708-PLVE - network panoramic camera - dome - TAA Compliant Mfg. Part#: 02944-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	7949657	\$1,370.16	\$1,370.16

SUBTOTAL	\$12,661.71
SHIPPING	\$0.00
SALES TAX	\$1,139.55
GRAND TOTAL	\$13,801.26

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQZQ	1/8/2025	NEPRECINCTUPDATED	12973674	\$8,381.44

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS Q6010-E 60Hz - network surveillance camera - dome Mfg. Part#: 01981-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	3	6132347	\$1,897.08	\$5,691.24
AXIS P1467-LE - network surveillance camera - bullet Mfg. Part#: 02341-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	2	7058850	\$846.03	\$1,692.06
AXIS network camera solo kit Mfg. Part#: 02655-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	3	7280051	\$102.03	\$306.09

SUBTOTAL	\$7,689.39
SHIPPING	\$0.00
SALES TAX	\$692.05
GRAND TOTAL	\$8,381.44

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQQC	1/8/2025	SOUTHEASTPREC	12973674	\$12,162.16

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS P4708-PLVE - network panoramic camera - dome - TAA Compliant Mfg. Part#: 02944-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	6	7949657	\$1,370.16	\$8,220.96
AXIS P1468-LE - network surveillance camera Mfg. Part#: 02342-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	2	7098029	\$1,073.31	\$2,146.62
AXIS P1465-LE - network surveillance camera - bullet - TAA Compliant Mfg. Part#: 02339-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	7443429	\$790.36	\$790.36

SUBTOTAL	\$11,157.94
SHIPPING	\$0.00
SALES TAX	\$1,004.22
GRAND TOTAL	\$12,162.16

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

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