

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



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

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM March 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. MONTHLY POLICE CHIEF REPORT - KEVIN HALL (10 minutes)
2. MONTHLY FIRE CHIEF UPDATE - JULIE O'BERG (10 minutes)
3. 0680 - MONTHLY PUBLIC SAFETY UNIFORM OVERTIME REPORT - WRITTEN - KEVIN SCHMITT (0 minutes)
4. OFFICE OF THE POLICE OMBUDS JANUARY REPORT - WRITTEN - CHRISTINA COTY (0 minutes)
5. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - WRITTEN - JACQUI MACCONNELL (0 minutes)
6. 0680 - PHOTO RED MONTHLY UPDATE - WRITTEN - DAVE SINGLEY (0 minutes)

III. Discussion Items

1. PUBLIC SAFETY SALES TAX UPDATE - MAGGIE YATES (5 minutes)
2. STANDING COMMITTEES AND REPORTS - ROUNDTABLE (10 minutes)

IV. Consent Items

1. 5300 - CISCO SMARTNET SUPPORT & MAINTENANCE (INFORMATION TECHNOLOGY)
2. 0680 - CRIME POINT – POLE CAMERAS (POLICE)
3. 0680 - EXTENSION WITH CENTRAL SQUARE FOR ADMINISTRATION OF FALSE ALARM PROG (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 a special date and time of **12:00 PM, March 31, 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:** 03/03/2025**Committee Agenda type:** Information Only**Date Rec'd**

2/25/2025

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 UNIFORM 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 February 15th, 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?

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	
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 February 15th, 2025

Fund	2025 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	6,828,975	1,046,586	505,912	540,674
Public Safety & Judicial Grants	510,229	78,196	87,368	(9,172)
Police TOTAL	7,339,204	1,124,782	593,280	531,502
Fire/EMS	4,962,825	760,586	751,755	8,831
Fire TOTAL	4,962,825	760,586	751,755	8,831

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

2/18/2025

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?****Agenda Item Name**

OFFICE OF THE POLICE OMBUDS JANUARY REPORT

Agenda Wording

January 2025 Monthly Report

Summary (Background)

January 2025 Monthly Report

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?

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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

Public Safety & Community Health Committee

Committee Date	March 3, 2025
Submitting Department	Office of the Police Ombuds
Contact Name	Bart Logue
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:
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)	<p>January 2025 Monthly Report</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: 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? • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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.

2025 / JAN

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

Current	YTD	Contacts, Complaints, and Referrals
228	228	Contacts*
24	24	OPO interviews
1	1	Letters of officer appreciation / commendations
7	7	OPO generated complaints
6	6	Referrals to other agencies / departments
0	0	Cases offered to SPD for mediation
0	0	Mediation completed

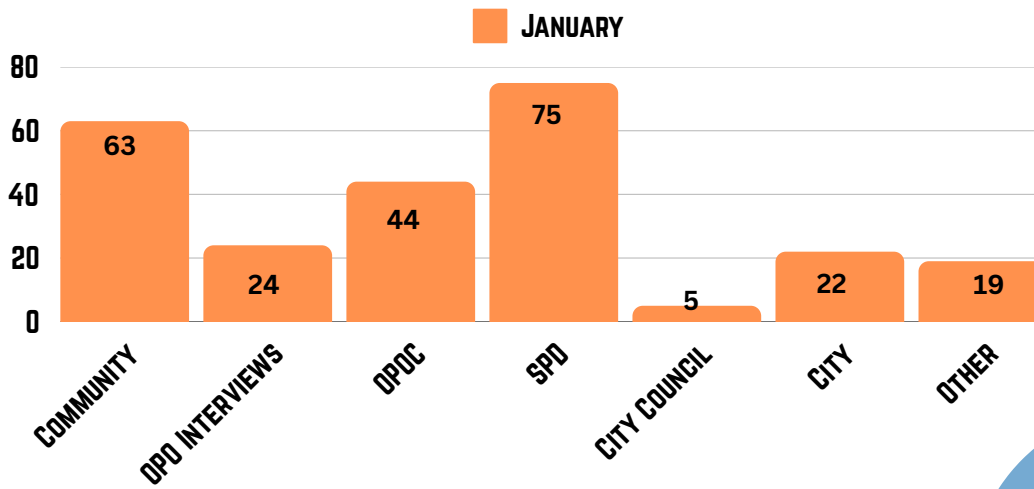
Current	YTD	IA Investigation Oversight
8	8	Cases certified
0	0	Cases returned for further investigation
0	0	Cases declined to certify
0	0	Web cases reviewed
12	12	Oversight of IA interviews

Current	YTD	Other Oversight Activities
64	64	Special cases reviewed*
3	3	SPD review boards / D-ARPs
75	75	Meetings with SPD
6	6	Oversight meetings
18	18	Community meetings
2	2	Training
1	1	Critical incidents

*Use of Force, K9, Collisions, and Pursuits

*Contacts include those made at conferences

CONTACTS



228

Total Contacts

Community meetings

- OPOC Meeting
- Youth Leadership Spokane Arts Day

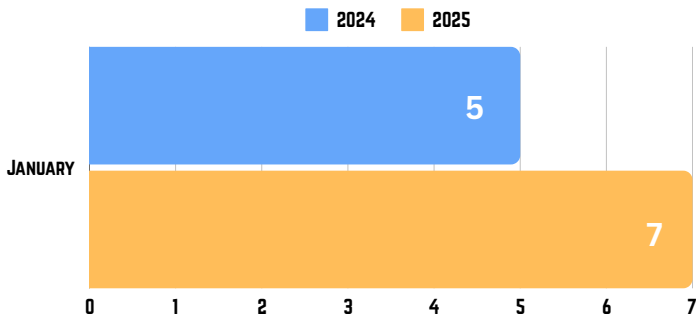
OPOC activities

- OPOC Monthly meeting
- SPD ride along
- Neighborhood Council
- Martin Luther King Jr. March

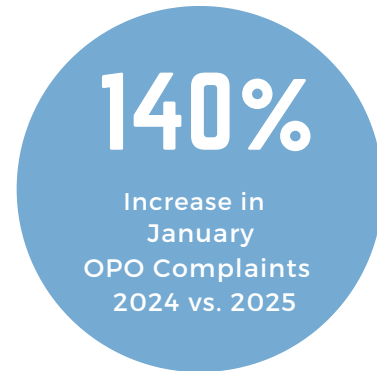
Oversight / Outreach

- NACOLE Executive Board / Committee meetings (2)
- D-ARP
- IA Biweekly meeting
- WSCJTC prehearing meeting

COMPLAINTS



Monthly comparison of OPO complaints



Summary of complaints

OPO 25-01	A community member was frustrated that responding SPD officers did not charge the people responsible for assaulting them.
OPO 25-03	A community member believes that they are being harassed by SPD officers in their area due to the numerous times they have been pulled over and cited for erroneous things.
OPO 25-05	A community member alleged that an SPD detective released information regarding the case involving their child to uninvolved parties.
OPO 25-06	A community member stated that SPD officers used force on them and removed their animals from their care without their consent, in a case of mistaken identity.
OPO 25-07	Multiple witnesses were concerned with the actions of responding SPD officers to a community member during a City Council meeting.
OPO 25-08	A community member stated that they were falsely arrested after reviewing body worn camera footage and hearing the officer state that he had no reason to keep him.
OPO 25-09	A community member was frustrated how their mental health detainment was conducted.

COMMENDATIONS

OPO 25-04	A OPOC commissioner sent a letter of appreciation to an officer for their ride-along
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Type of Referral	#
Internal	4
External	2

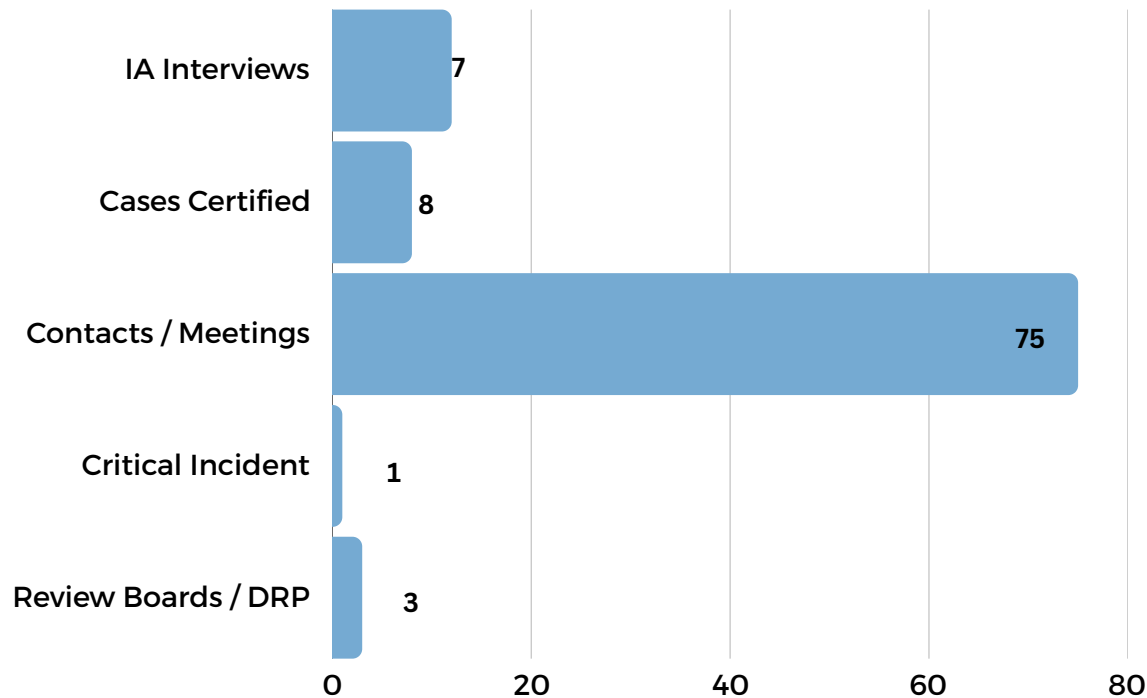


REFERRALS

Summary of referrals

IR 25-01	A community member wanted to speak with an SPD supervisor to have a detective removed from their case. SPD/IA
IR 25-02	A community member wanted to speak with an officer regarding a case involving their child. SPD/IA
IR 25-03	A community member was frustrated that they received a bill when they contacted the SPD for assistance. SPD/IA
ER 25-04	A community member stated that they were made to sit unclothed in the county jail for 15 hours. Department of Corrections
ER 25-05	A community member stated that Code Enforcement officers have been spreading false information about them which led to their arrest. Code Enforcement
IR 25-11	A community member is frustrated that SPD does not ticket the numerous vehicles in the city that are not currently registered.

OVERSIGHT ACTIVITIES



Critical Incident

- 1/24/2025
 - 200 Block of East Sanson Avenue

Training

- Axon Standards training
- CJIS Training

Upcoming

- Analyst Position
- Certified Mediation Training
- 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>

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2/20/2025

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 Department's Strategic Initiatives Monthly Update

Summary (Background)

Spokane Police Department's Strategic Initiatives Monthly Update for March 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?

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Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
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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	



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

Strategic Initiatives
March 2025 Report



Public Safety and Community Health Committee Briefing
March 2025



Excerpts of Commendations
(Personal Identifying Information has been removed)

Dear Spokane Police Department, I am writing to extend my gratitude and encouragement following my attendance at the "Current Drug Trends" seminar presented by **Officer Mike Thomas** on Thursday, January 9, 2025, at Sacred Heart Medical Center's auditorium. Officer Thomas's three-hour interactive presentation was not only engaging but also incredibly informative and tailored to his audience. He represented your department, himself, and our community with utmost professionalism. Through his personal experiences, shared with authenticity and respect, he effectively connected with the attendees without disparaging those who struggle with addiction or claiming to have all the answers. His approach demonstrated compassion, knowledge, and humility—qualities that resonate deeply with professionals like me, who have been working in education for over two decades. As an educator who has predominantly worked with high school students, I have seen a lot but found I learned a great deal from Officer Thomas's insights. His ability to convey critical information about current drug trends in such a relatable and impactful way has motivated me to explore opportunities to collaborate with him further. His dedication and professionalism reflect highly on your department and its commitment to serving the community. Thank you again for allowing Officer Thomas to share his expertise and for prioritizing outreach and education that benefits us all.

Hi. I came to the police department to get my criminal history. Each and every police department employee was exceptionally kind to me. I was crying a good deal of the time I was at your department. For me, having your people be kind to me made me feel safe and touched my heart. Thank you so much.

Thank you so much for the opportunity to conduct a ride along with your team. I was extremely impressed by the conduct and performance of **Officer Luke Jester**. He went above and beyond to ensure I was able to learn all the finer points of the position. I know that riders are typically handed to those lower on the seniority list, but the recent laterals have added so much to this experience. Officer Jester is good police. His paradigm, insight, skillset, and attitude are all reflective of his character and that of a seasoned officer.

I am writing to express my deepest gratitude for the outstanding service and professionalism of **Officers Nathan Thompson, Shane Holtshausen, and Dylan Pavlischak**. Recently, I experienced a situation involving abuse and threats from my ex-girlfriend, which left me feeling unsafe, nervous, and extremely anxious while hiding in my room. When I called the department for help, these officers arrived at my apartment promptly and went above and beyond to handle the situation with remarkable professionalism, empathy, and kindness. Their presence alone made a world of difference. They validated my concerns, took the time to listen to me, and reassured me in a way that immediately made me feel safer. Officer Nathan Thompson offered invaluable advice on how to handle the situation in a way that prioritized safety for everyone involved. The kindness and understanding they showed during such a stressful and vulnerable moment were truly impactful and deeply personal to me. I am incredibly grateful for their efforts and the way they approached the situation. I wanted to ensure the department recognizes these officers for their exceptional work. Despite the challenges and pressures of their job, they handled the situation with professionalism, compassion, and care. I will gladly spread the word about how incredible these officers are and the outstanding service they provide. Please extend my heartfelt thanks to Officers Thompson, Holtshausen, and Pavlischak. Their dedication and kindness will not be forgotten.



Internal Affairs Unit Update

January 1 through December 31, 2024, Commendations and Complaints

Commendations Received: **Total: 193**

Complaints Received: **Total: 102 (80 from community)**

Closed Complaints: 36 (As of December 31, 2024)

An investigation which, after appropriate follow-up and review by the Internal Affairs Lieutenant, may be classified as Closed if they meet one or more of the following reasons:

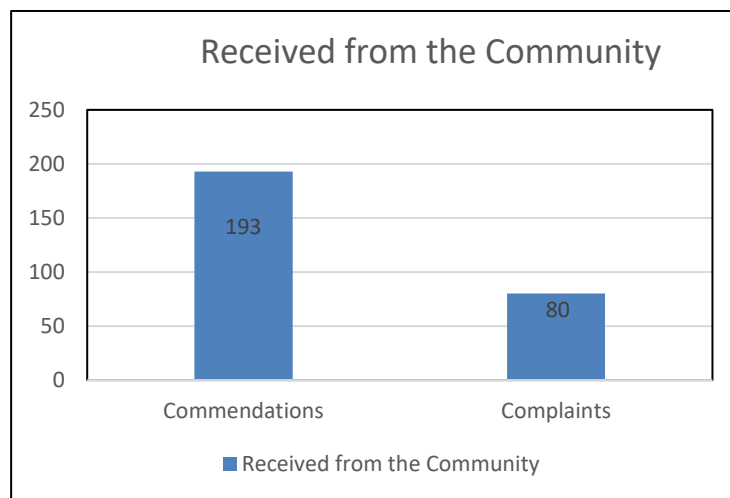
- A. An allegation of misconduct that is disproven upon initial review (i.e. BWC footage or other evidence clearly disproves an allegation).
- B. The complaining party refuses to cooperate.
- C. The complaining party becomes unavailable and further contact is necessary to proceed. The complaining party will be given a reasonable opportunity to re-contact Internal Affairs.
- D. All reasonable investigative leads were exhausted and no evidence of wrongdoing was uncovered.
- E. The accused officer leaves employment and the allegations do not meet the criteria set forth in RCW 43.101.135(3).

The Internal Affairs Lieutenant and Police Ombudsman, upon review of a complaint, may agree to the finding of "Closed" for instances where both agree an allegation is Unfounded, Exonerated, Not Sustained or Training Failure concurrent to the Ombudsman's certification of timely, thorough, and objective.

Source of Complaints—January 1 through December 31, 2024

Received by the Office of Police Ombudsman	Total: 44
Received by the Spokane Police Department	Total: 58
Internally Generated by the SPD	Total: 22
Generated by the Community	Total: 80

SPD maintains a process that allows us to assess the actions of our employees with the ultimate objective of improving service and holding our employees accountable. Complaints sometimes reveal the need to modify a policy or procedure or reveal a need for training. The chart below shows commendations versus complaints from the community in 2024.





Deadly Force (Officer-Involved Shootings) Update

2025

From January 1 – January 31, 2025, there was one deadly force incident.

- **Incident 2025-20016302 (Pending Criminal Investigation):** Incident 2025-20016302 took place on January 24, 2025, in the 200 block of East Sanson. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

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 (Closed)**
- **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)**
- **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 (Closed)**
- **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)**

Sector Updates

Adam Sector (Northwest)

Recent News: Officers safely detain robbery and assault suspect

Thanks to tips from the community, investigators were able to identify the suspect from the Feb. 10th robbery that occurred in the 1700 block of west Francis (original release below). The male, who is under the age of 16, was taken into custody without incident by patrol officers at about 5:30pm, February 14, 2025. We'd like to express our appreciation to those who called in the tips that assisted in this investigation.

Original Release:

Spokane Police seeking public assistance in locating robbery suspect

The Spokane Police Department is seeking help from community members to locate a robbery suspect stemming from an incident that took place on February 10th, 2025. Just before 1pm today, SPD responded to a business in the 1700 block of West Francis Avenue on a report of a robbery. A store employee confronted an individual on suspicion of theft. The male theft suspect stabbed the employee before fleeing the store on foot. The victim was transported to a local hospital and is being treated for non-life-threatening injuries.

Baker Sector (Northeast)

Recent News: Shooting suspect booked into Spokane County Jail after extradition process is completed

Detectives with the SPD Major Crimes Unit (MCU) transported homicide suspect Glen Dylan Burkey from Missoula, Montana to the Spokane County Jail where he is being held on charges of 2nd Degree Murder, Drive By Shooting and 2nd Degree Assault.

Original Release:

Detectives with the SPD Major Crimes Unit (MCU) have identified the suspect in the shooting incident that took the life of 13-year-old Gavin Loper. The incident took place in the early morning hours of January 25th in the 2800 block of East Heroy Avenue. The suspect in the deadly shooting is Glen Dylan Burkey, 25. Burkey is 5'8" and weighs roughly 210 pounds with green eyes. The shooting does not appear to be a random act.



Probable cause has been established to arrest Burkey for 2nd Degree Murder, Drive By Shooting and 2nd Degree Assault.

Coffee with a Cop

The Northeast Precinct will host a Coffee with a Cop at McDonald's on 3416 N. Market on February 25, 2025. Below, pictures of recent Coffee with a Cop events at the Northeast Precinct.



David Sector (Downtown)

Crisis Outreach, Response and Engagement (CORE) Pilot Plan Study

From October 14 through November 11, 2024, the Spokane Police Department (SPD) implemented a 30-day community safety pilot initiative in the Downtown Precinct's Second Avenue and Division Street area. The initiative, called the Crisis Outreach, Response, and Engagement (CORE) Plan, partnered SPD personnel with other City of Spokane and Spokane Fire Department stakeholders to provide behavioral health and social service outreach and engagement to unhoused individuals in the area while also infusing the area with a robust law enforcement presence through place-based, data-driven policing. This report documents initial indicators of SPD implementation-- including key findings, SPD activities, crime trends, and displacement indicators-- to determine whether the CORE Plan should be retained and/or expanded. Key findings include:

- More proactive policing during the CORE timeframe. During the CORE Plan, 9.3% of all officer-initiated CFS citywide occurred in the CORE area. Notable increases in officer-initiated CFS during the CORE Plan include call types for public disorder, stops, suspicious activities, and trespassing. During the CORE Plan, SPD officers issued more citations and arrests for drug, obstruction, public disorder, and trespassing offenses. These call types reflect the community's stated preference for addressing overt disorder indicators in the area.
- Improved data collection protocols. SPD analysts created a new mobile application to collect SPD contacts with community members during the CORE Plan. The data collected through the application has assisted with multiple criminal investigations and will serve as the foundation for more robust empirical evaluations of future CORE activities.
- Identification of high-risk individuals. During the CORE Plan, SPD personnel engaged in 181 documented contacts with 143 individual people. These individuals collectively had 2,192 local arrests, which is a high concentration of arrests among a small proportion of people. The top 15% of most frequently arrested individuals accounted for 52% of the total arrests. Future efforts to

address the needs of these identified high-risk individuals may meaningfully decrease crime and disorder citywide.

- Ongoing criminal investigations into drug trafficking. SPD's proactivity in the CORE area resulted in investigators opening several new investigations into drug trafficking and distribution in the area. These investigations are ongoing but could meaningfully disrupt the flow of narcotics into the Downtown area.

Crime Trends

- Observed changes in crime patterns during the CORE Plan compared to previous months. Analysis of assaults, drug offenses, and public order offenses show sizeable changes in the counts and percent of the citywide total during the CORE Plan timeframe compared to the month prior and the average of the previous three months. More data points are needed to determine the significance of these changes. However, it is clear that the CORE Plan disrupted the trajectory of crime in the area. Increases in the offense counts may indicate that proactive enforcement activities were meaningfully productive, as measured by increases in officer-initiated CFS and citations/arrests.
- Assaults in the CORE area increased from an average of 4.2% of the City's overall assault count in the previous three months to 6.0% during the CORE timeframe.
- Drug offenses remain highly concentrated in the CORE area, with 30.9% of all drug offenses citywide being located there during the CORE Plan timeframe. An average of 21.2% of all drug offenses citywide were reported in the CORE area during the previous three months. Low crime counts may be driving some of the large percentages.
- Public disorder offenses accounted for 11.8% of the citywide total count during the CORE Plan but only 7.2% of the citywide count in the previous three-month average. There were notable increases in pedestrian interference citations and trespassing offense counts during the CORE Plan relative to the month prior and the previous three-month average.

Displacement

- Anecdotal evidence suggests displacement occurred but lessened the overt disorder indicators in the CORE area. More analysis is needed to understand if the displacement of unhoused individuals from the CORE area will disperse some of the associated crime problems. SPD concludes these early indicators of effectiveness warrant the continued implementation of CORE in the current site and expansion into new areas.

In 2025, SPD will:

- Continue CORE efforts in the current pilot area and expand into other areas of the Downtown Precinct for the entirety of 2025. SPD will use data to uncover other crime hotspots throughout the City.
- Work with the City of Spokane, Spokane Fire Department, and other social service providers to expand the crisis outreach and engagement in the CORE area and other identified hotspots.
- Continue to assess crime trends and police activities in the CORE area(s) to ensure ongoing evaluation of these efforts.
- Work with other CORE partners to develop data collection protocols for their CORE contacts. Improved data collection by all service providers will assist with SPD's future evaluation efforts. The continued evaluation will inform and develop future policies and strategies in the downtown area with long-term success metrics based on interventions that show benefit with little or no harm.



SPD Drug Education

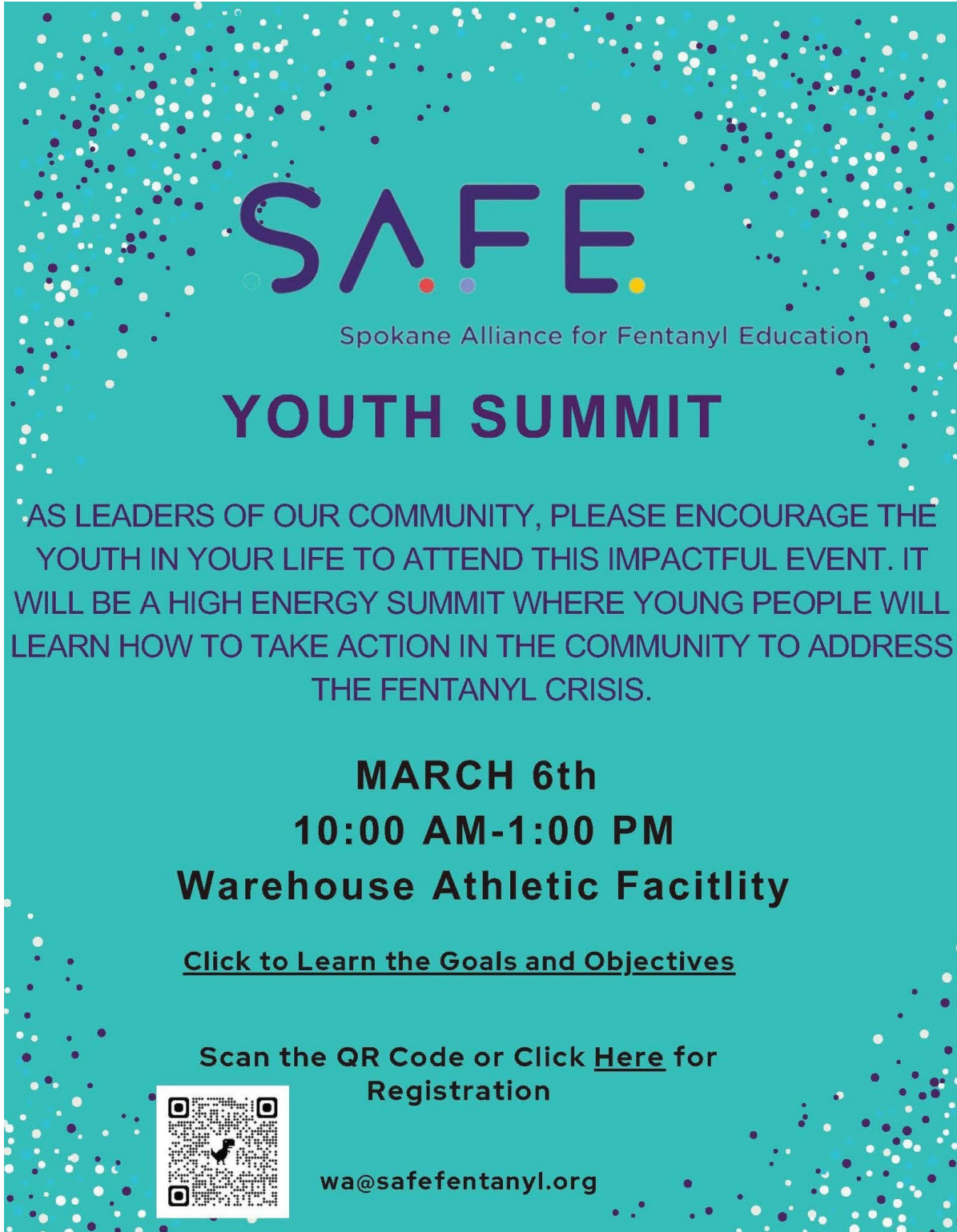
On Tuesday, February 18, 2025, Officer Mike Thomas held a Current Drug Trends course for caregivers at the Providence Auditorium. This three-hour course is designed to keep our community up to date on the drugs used and abused in our local area.

The course discusses potential issues with these drugs and current medical practices.

- Current drugs trending
- Signs and symptoms of potential use
- Paraphernalia associated with use
- Other accoutrements
- Concerns, considerations and potential issues



SPD participates in Spokane Alliance for Fentanyl Education (SAFE). See community training opportunity below.



SAFE
Spokane Alliance for Fentanyl Education


YOUTH SUMMIT

AS LEADERS OF OUR COMMUNITY, PLEASE ENCOURAGE THE YOUTH IN YOUR LIFE TO ATTEND THIS IMPACTFUL EVENT. IT WILL BE A HIGH ENERGY SUMMIT WHERE YOUNG PEOPLE WILL LEARN HOW TO TAKE ACTION IN THE COMMUNITY TO ADDRESS THE FENTANYL CRISIS.

MARCH 6th
10:00 AM-1:00 PM
Warehouse Athletic Facility

[Click to Learn the Goals and Objectives](#)

Scan the QR Code or Click [Here](#) for Registration



wa@safefentanyl.org

SPD Employees Recognized

Theft is a significant concern in Spokane and is directly associated with more serious crimes. The Spokane Police Department has many hard-working people whose expertise help bring criminals to justice. Patrol Officers Madie McDonald and Mackenzie German Johnson and Crime Analyst Jaime Lamanna were recognized for their efforts in combatting property theft and returning stolen property to owners. They are pictured at right with Chief Kevin Hall.

On December 5th, 2024, Spokane Police responded to an apartment complex in the 1700 block of East Lincoln Road on a report of stolen property. A community member located his stolen bike via a tracking device. Upon finding his property, he confronted a male who told him he was the owner of the property. The victim left the location and called 9-1-1. Officers responded and attempted contact at an apartment.

Officers Madison McDonald and Mackenzie German-Johnson are the two hard-working officers on this incident who helped bring the criminals to justice. Officer McDonald and Officer German-Johnson responded to the scene and spoke with the victim who had tracked his \$3500 bicycle to the location. They attempted to contact the occupants of the apartment, who hid inside. Investigating further, they found a black Jeep Wrangler was associated with the apartment. Officer McDonald uses several social media sites to stay up to date on crime trends in Spokane. From these sites she was aware of a black Jeep Wrangler associated with thefts throughout the Spokane area. This information was bolstered by a recent Crime Analysis information bulletin, drafted by Crime Analyst Jaime Lamanna, for a black Jeep Wrangler involved in thefts. A short time later, a Spokane County Sheriff's Office detective arrived, unrelated to their incident, and advised he was looking for a black Jeep Wrangler associated with several thefts in Spokane County. Additional information came to the Officers from SPD's Special Investigative Unit, linking many of the recent thefts in Spokane to a black Jeep.

Officers McDonald and German-Johnson worked diligently to draft a search warrant for the location listing as many items as they could locate by pouring through the multiple case reports associated with the thieves and their Jeep. A search of the apartment not only yielded many stolen items and the suspects who were taken into custody, but also the black Jeep Wrangler in a nearby garage, full of many more stolen items. The Jeep was seized as evidence.

Once the items were located, many victims needed to be identified and contacted. This job was taken on by Crime Analyst Jaime Lamanna. She was able to locate and contact 21 victims, many of which had not reported the thefts. Some of these victims were completely unaware of their items being stolen. As a result of Jaime's proactive work, 21 additional charges can be brought against the arrestee.

The extra effort put in by not only led to the arrest of the thieves and the recovery of the stolen items, but also to positive community feedback and public support for SPD on social media from several of the victims. This type of work is indicative of the incredible work done by these individuals.



SPD in the Community

Recently, SPD officers and volunteers have attended events such as the Lunar New Year Celebration, Leadership Spokane Gala, Nuestras Raices Gala, Montvale Event Center Opening, and the Girl Scouts GirlCon Northwest Event. Photos from Lunar New Year (credit to Aiko Connections for center photo) and GirlCon.



Recruiting for SPD Employees and Volunteers

Over the past two months, SPD has attended multiple recruiting venues:

- Public Safety Tests in Western Washington
- “Meet the Employer” fairs at Fairchild Air Force Base
- On-Track Academy “What’s Next” Career Event
- Career Café
- Eastern Washington University Criminal Justice and Sociology Department Talks
- Eastern Washington University Winter Career Fair



“Serving our community with Integrity, Professionalism, and Compassion”

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/03/2025**Committee Agenda type:** Information Only**Date Rec'd** 2/20/2025**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**

Spokane Police Department's Photo Red Monthly Report

Summary (Background)

Spokane Police Department's Photo Red Monthly Report for January 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?	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 March 3rd, 2025.

Statistic for Photo Red for the time frame of **January 1st, 2025 to January 31st, 2025.**

There were 1360 violations on the photo red system from **January 1st, 2025 to January 31st, 2025.** During the same time frame in 2024 there were 1457 violations, which is a decrease of 97 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 **January 1st, 2025 to January 31st, 2025.**

There were 1308 violations on the photo speed system from **January 1st, 2025 to January 31st, 2025.** During the same time frame in 2024 there were 1547 violations. This is a decrease of 239 violations. We still are gaining voluntary compliance with the system in place. The camera located at Maple and Rowan, was vandalized and knocked over and has not been replaced yet. The camera located at Ridgeview elementary on Northwest blvd was vandalized and the lenses were spray painted. It was down from 01/07/25 and back up and running on 01/27/25.

Executive Summary: Photo RED

January 1st, 2025 to January 31st, 2025.

- Thor and 2nd was the 1st highest with 328 violations
- Browne and Sprague was the 2nd highest with 214 violations.
- Freya and 3rd was the 3rd highest with 192 violations.
- Division and Francis was the 4th highest with 141 violations.

Executive Summary: Photo SPEED

January 1st, 2025 to January 31st, 2025.

- Adams/ Ferris was the 1st highest with 491 violations.
- Willard elementary was the 2nd highest with 259 violations.
- Longfellow Elementary was 3rd highest with 255 violations.
- Ridgeview elementary was the 4th highest with 208 violations.

***Current revenue of the system.**

Type of Revenue	2025 Initial/Adopted Budget	Budget/12 months or budget per month	1 months of per month budget	Actual through January 2025	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	110,080	165,365.35	55,285
School Zone Fines	4,295,187	357,932	357,932	297,066.81	(60,865)

Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

Public Safety and Community Health Committee Board and Commission Updates:

- Police Advisory Committee
 - Zappone

- C.O.P.S.
 - Cathcart

- SRHD
 - Cathcart

PSCHC Committee Council Staff Updates:

- Policy Advisor
 - Chris Wright

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

		Date Rec'd	2/26/2025
		Clerk's File #	OPR 2023-0315
		Cross Ref #	
		Project #	
Submitting Dept	INFORMATION TECHNOLOGY	Bid #	DES 05819
Contact Name/Phone	DEL MURPHY 625.6982	Requisition #	CR27333
Contact E-Mail	DIMURPHY@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	5300 - CISCO SMARTNET SUPPORT & MAINTENANCE		

Agenda Wording

Contract Renewal No. 2 with Compunet for Cisco Smartnet Support and Maintenance using WA State #05819 from March 1, 2025 through February 28, 2026. Total Cost \$359,715.54 plus tax.

Summary (Background)

The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Renewal includes one year of licensing, maintenance, and support for Cisco products. Utilizing WA State Contract# 05819 (NASPO AR3227). Last year's contract cost was \$354,142.90 plus sales tax.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for providing a stable, current, redundant and resilient network infrastructure

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 392,089.94		
Current Year Cost	\$ 392,089.94		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
SmartNet is the maintenance and support portion needed for critical Cisco switches, routers and firewalls for network connectivity, security, and remote access.			
Amount			
Budget Account			
Expense	\$ 392,089.94	# 5300-73200-18850-54820-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Acct Exec. Jeremy Dugger - jdugger@compunet.biz		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses		khougen@spokanecity.org	



CITY OF SPOKANE
CONTRACT RENEWAL
2 of 4
Title: CISCO SMARTNET 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 **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530 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 Cisco Smartnet Support and Maintenance; and

WHEREAS, the initial contract provided for four (4) additional one (1) 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 March 16, 2023 and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 1, 2025 and shall run through February 28, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTEEN AND 54/100 DOLLARS (\$359,715.54)**, plus applicable sales tax, in accordance with Company's Quote Number bTc253030, dated February 12, 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.

COMPUNET, 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:

- Attachment A – Certification Regarding Debarment
- Attachment B - Company's Quote Number bTc253030, dated February 12, 2025

25-042

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

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

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

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

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

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

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

<hr/> 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)

ATTACHMENT B

Cisco Smart Net Renewal_2025-2026

Contract Information

WA, NASPO, AR3227 #05819

Quote Information:

Quote #: **bTc253030**

Version: 3

Quote Date: 02/12/2025

Expiration Date: 03/13/2025

Prepared for:

City of Spokane

Julian Hunt

5096256478

jhunt@spokanecity.org

Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

Ship To:

City of Spokane

Julian Hunt

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

Cisco Smart Net

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
Smrtnr Rnwl - HW/SW	Cisco Smartnet HW + SW Renewal / Quote: 312105067/ Contracts: 204411516, 205024958 / Site ID: 1821807 / End Date: 02-28-2026	1	\$375,098.67	\$318,833.87	\$318,833.87
Smrtnr Rnwl - SW	Cisco Smart Net Software (DNA) Renewal / Quote 312105067 / Contract 202572051 / Site ID: 1030286121/ End Date: 02-28- 2026	1	\$61,941.92	\$40,881.67	\$40,881.67
				Subtotal:	\$359,715.54

Quote Summary

Description	Amount
Cisco Smart Net	\$359,715.54
Total:	\$359,715.54

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Liability Insurance

Endorsement

<i>Policy Period</i>	NOVEMBER 9, 2024 TO NOVEMBER 9, 2025
<i>Effective Date</i>	NOVEMBER 9, 2024
<i>Policy Number</i>	3608-39-47 SEA
<i>Insured</i>	COMPUNET, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 15, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement

(continued)

Conditions

Under Conditions, the following provision is added to the condition titled Other furance.

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, 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.

This condition does not apply to **medical expenses**.



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2025	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Mar-31-2025	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2025	Oct-01-2020



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Mar-31-2025	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-064			Active	Mar-31-2025	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2025	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2025	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2025	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2025	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/23/2024 11:53:05 AM



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

		Date Rec'd	2/24/2025
		Clerk's File #	OPR 2025-0212
		Cross Ref #	
		Project #	
Submitting Dept	POLICE	Bid #	GS-07F-0053X
Contact Name/Phone	SHAWNA 370-8534	Requisition #	RE 20699
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 - CRIME POINT – POLE CAMERAS		

Agenda Wording

Spokane Police Department seeks approval for the purchase of Crime Point pole cameras for use in investigations.

Summary (Background)

The Spokane Police Department utilizes pole cameras to temporarily monitor specific locations during an investigation. This purchase will replace several older cameras and expand the capability of our detectives. Pole cameras are placed based on investigative needs. Pricing is established via GSA contract GS-07F-0053X.

What impacts would the proposal have on historically excluded communities?

This project will aid in solving violent crimes. The Department will use the cameras 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 tracks demographic information for all cases, we can determine if the use of pole cameras aided in investigations for crime victims of all backgrounds.

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

We do not intend to track the effectiveness of the new cameras. We have past experience that shows that the cameras can be instrumental for investigations.

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 project aligns with the Spokane Police Department's Strategic Plan which seeks to reduce gun violence. Video evidence can be highly valuable in solving violent crimes.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 71,211.70		
Current Year Cost	\$ 71,211.70		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
Funded for 2025 using the Byrne Technology grant (camera project).			
Amount			
Budget Account			
Expense	\$ 77,620.75(w/ tax)	# 1620-91812-94210-56412-99999	
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	
<u>Dept Head</u>	COWLES, MATTHEW	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	COWLES, MATTHEW	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	SCHMITT, KEVIN	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List		SPDExecutiveStaff@spokanepolice.org	
SPDFinance@spokanecity.org		Cseidel@spokanepolice.org	
dloucks@spokanepolice.org			



www.crimepoint.net

Crime Point, Inc.

4682 Calle Bolero Suite A
Camarillo, California 93012
United States
Phone: (888) 484-9901
Fax: (805) 388-3374
ar@crimepoint.net

Estimate

Date: 01/30/2025
Valid Until: 03/31/2025
Estimate Number : 24968

BILL TO:
Spokane Police Department (WA)
1100 W. Mallon Ave.
Spokane, WA 99260

SHIP TO:
Spokane Police Department (WA)
C/O: Shawna Ernst

Agency Name: **Spokane Police Department (WA)**
Contact Name: **Shawna Ernst**

Terms: **1% 10 Net 30**

No.	Part Number	Product Details	Quantity	List Price	Total
1	CUSTOM	Custom	5	\$ 5,022.27	\$ 25,111.35
		Model CV4003-4G pole-mount IP video surveillance system. Qty 3-5 discount applied.			
2	CUSTOM	Custom	5	\$ 500.00	\$ 2,500.00
		Open market: upgraded camera and power distribution board (remote reboot).			
3	GSA	GSA Product	5	\$ 7,022.07	\$ 35,110.35
		HC-T100 Multi-disguise covert IP video surveillance system. GSA PRICING (Recorder removed.) Qty 3-5 discount applied			
4	GSA	GSA Product	5	\$ 0.00	\$ 0.00
		HC-T100-E covert outdoor enclosure.			
5	CUSTOM	Custom	5	\$ 1,498.00	\$ 7,490.00
		Open market: upgraded 4G modem and 1080P camera. Open Market			
6		Shipping	10	\$ 100.00	\$ 1,000.00

Sub Total	\$ 71,211.70
Tax	\$ 0.00
Adjustment	\$ 0.00
Grand Total	\$ 71,211.70

GS-07F-0053X. Open market prices unless indicated. Credit cards ineligible for prompt pay discount .

Terms and Conditions

Agency supplied data plan required for internet connectivity.
Prices quoted effective for 60 days.

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

2/27/2025

Clerk's File #

OPR 2011-0535

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

TERESA FULLER 209-7188

Requisition #**Contact E-Mail**

TFULLER@SPOKANEPOLICE.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 - EXTENSION WITH CENTRAL SQUARE FOR ADMINISTRATION OF FALSE

Agenda Wording

No-cost extension of OPR 2011-0535 for 1 year with Central Square (formerly Superion LLC) for administration of SPD's false alarm program.

Summary (Background)

Central Square is the owner of the CryWolf software SPD utilizes for administration of its false alarm program. The agreement was previously extended by 6-months and an additional 1-year extension is being requested to allow time for the department to review and evaluate the program. Spokane Police responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps toward reducing instances of false alarms as well as offsets department costs.

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>	
SPD expects to receive approximately \$440k in false alarm fees annually	
Amount	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Budget Account	
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	COWLES, MATTHEW
Division Director	COWLES, MATTHEW
Accounting Manager	SCHMITT, KEVIN
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PS EXEC REVIEW	YATES, MAGGIE
Distribution List	
Steve Castle Stephen.castle@centralsquare.com	Teresa Fuller tfuller@spokanepolice.org
SPDFinance@spokanecity.org	



CITY OF SPOKANE
POLICE DEPARTMENT

NO COST EXTENSION

Title: **ADMINISTRATION OF THE CITY'S
FALSE ALARM PROGRAM**

This Contract Extension without additional cost is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CENTRALSQUARE TECHNOLOGIES, LLC (formerly SUPERION, LLC)**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a contract wherein AOT Public Safety Corporation agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the Contract with AOT Public Safety Corporation has been assigned to Superion, LLC; and

WHEREAS, the original contract including Extensions has run its Term, and an extension of contract for one (1) year with Central Square (formerly Superion, LLC) for administration of False Alarm Program is required.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 31, 2025.

3. EXTENSION.

The contract documents are hereby extended and shall run through January 30, 2026.

4. COMPENSATION.

There is no additional cost associated with this Contract Extension, therefore, it will be considered a "no-cost Contract Extension". Please see the Payment/Revenue section of the original contract.

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.

**SUPERION, LLC dba CENTRALSQUARE
TECHNOLOGIES, LLC**

**CITY OF SPOKANE
POLICE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

M24-328



License Information:

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

Entity name: SUPERION, LLC

Business name: SUPERION, LLC

Entity type: Limited Liability Company

UBI #: 604-099-158

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1000 BUSINESS CENTER DR
LAKE MARY FL 32746-5585

Mailing address: 1000 BUSINESS CENTER DR
LAKE MARY FL 32746-5585



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	060669			Active		Apr-11-2017
Bremerton General Business - Non-Resident	32499			Active	Mar-31-2025	Feb-01-2017
Issaquah General Business - Non-Resident				Active	Mar-31-2025	Apr-11-2017
Lacey General Business - Non-Resident	29229			Active	Mar-31-2025	Apr-11-2017
Marysville General Business - Non-Resident	3831RET617			Active	Mar-31-2025	Apr-11-2017
Mercer Island General Business - Non-Resident	180057			Active	Mar-31-2025	Oct-09-2019
Olympia General Business - Non-Resident	33311			Active	Mar-31-2025	Apr-11-2017



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Poulsbo General Business - Non-Resident				Active	Mar-31-2025	Apr-11-2017
Sammamish General Business - Non-Resident				Active	Mar-31-2025	Apr-11-2017
Spokane General Business - Non-Resident				Active	Mar-31-2025	May-11-2020

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

Governing people	Title
CENTRALSQUARE TECHNOLOGIES, LLC	
ZOLET, DAVID	

The Business Lookup information is updated nightly. Search date and time:
12/19/2024 7:33:44 AM



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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Excess E&O/Cyber:

Carrier: Indian Harbor Insurance Company
 Policy Number: MTE9043949 03
 Effective Date: 08/31/2024
 Expiration Date: 08/31/2025
 Limit: \$5M x \$5M

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- 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.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

COMMERCIAL GENERAL LIABILITY

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) 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;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.