

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



AGENDA FOR 12:00 P.M. MONDAY, JUNE 2, 2025

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM June 2, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2495 781 4519; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1st Monday of each month at 12:00 p.m. unless otherwise posted.

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

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

<https://forms.gle/DamhDTmjvxUm4HxG8>

AGENDA

I. Call to Order

II. Monthly Report/Update

1. OFFICE OF THE POLICE OMBUDS APRIL REPORT - BART LOGUE (0 minutes)
2. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
3. 0680 - SIT AND LIE MONTHLY UPDATE - STEVE WOHL (0 minutes)
4. 0680 - PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
5. 0680 - MONTHLY REPORT ON PUBLIC SAFETY UNIFORM OVERTIME - KEVIN SCHMITT (0 minutes)

III. Discussion Items

1. PUGET SOUND REGIONAL FIRE AUTHORITY CHIEF PRESENTATION - BRIAN CARSON (15 minutes)
2. POLICE CHIEF UPDATE - KEVIN HALL (10 minutes)
3. FIRE CHIEF UPDATE - JULIE O'BERG (10 minutes)
4. POLICE FORFEITURE REPORT/UPDATE - DAVE SINGLEY (10 minutes)
5. COMMUNITY COURT OUTCOMES FOLLOW UP - SARAH THOMPSON (30 minutes)
6. CHAS SCHOOL CLINIC PRESENTATION - JANINE WILKS (15 minutes)
7. MLK CENTER PRESENTATION - SARA CLEMENTS-SAMPSON (15 minutes)
8. RESOLUTION TO CREATE AN OPIOID ADVISORY SUBCOMMITTEE - JACKSON DEESE (5 minutes)
9. RESOLUTION ESTABLISHING A KID'S DAY AT RIVERFRONT PARK - ANDRES GRAGEDA (5 minutes)
10. 5810 - EMERGENCY RESOLUTION FOR WORKERS' COMPENSATION C TPA - MATT BOSTON (5 minutes)
11. 5810 - SBO FOR TPA WC CONTRACT - MATT BOSTON (5 minutes)
12. 5810 - CONTRACT FOR TPA WC - MATT BOSTON (5 minutes)
13. 1560 – SBO FOR EXPLOSIVE DETECTION K9 - STEVE WOHL (5 minutes)

14. 1555 - SBO OPIOID RESPONSE ALLOCATION - MAGGIE YATES (10 minutes)
15. 1620 - SBO FOR YWCA FIREARMS RECOVERY GRANT - STEVE WOHL (5 minutes)
16. LETTER OF SUPPORT FOR AMERICAN INDIAN COMMUNITY CENTER PROJECT - GIACOBBE BYRD (5 minutes)

IV. Consent Items

1. PORTABLE TOILET/HAND WASH STATION RENTAL SERVICES (CONTRACTS & PURCHASING)
2. 5800 - INSURANCE BROKER CONTRACT (RISK MANAGEMENT)
3. 5900 FACILITIES WATER DEPARTMENT UPRIVER DAM OFFICE REBUILD MODERN A&E (FACILITIES MANAGEMENT)
4. 5900 FACILITIES INTERMODAL FACILITY JANITORIAL SERVICES CONTRACT (FACILITIES MANAGEMENT)
5. 5800 - SETTLEMENT RESOLUTION (RISK MANAGEMENT)
6. 5900 FACILITIES DEPARTMENT FACILITIES ASSESSMENTS - MULTIPLE SITES (FACILITIES MANAGEMENT)
7. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
8. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
9. 4250 - SIDEWALK CONDITION ASSESSMENT DATA COLLECTION (INTEGRATED CAPITAL MANAGEMENT)
10. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
11. 1620 - ACCEPTANCE OF YWCA FIREARMS RECOVERY GRANT (POLICE)
12. 1970 FIRE - APPROVAL TO PURCHASE USED TYPE 6 BRUSH TRUCK (FIRE)

V. Public Testimony

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **12:00 PM. June 30, 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 mlowmaster@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:** 06/02/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/21/2025

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

OMBUDS - POLICE

Bid #**Contact Name/Phone**

BART LOGUE 6745

Requisition #**Contact E-Mail**

CCOTY@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON LNAVARRETE

Sponsoring at Administrators Request

NO

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

OFFICE OF THE POLICE OMBUDS APRIL REPORT

Agenda Wording

April 2025 Monthly Report

Summary (Background)

April 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?

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<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	June 2, 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 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) *use the Fiscal Impact box below for relevant financial information	April 2025 Monthly Report

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: 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

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

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

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

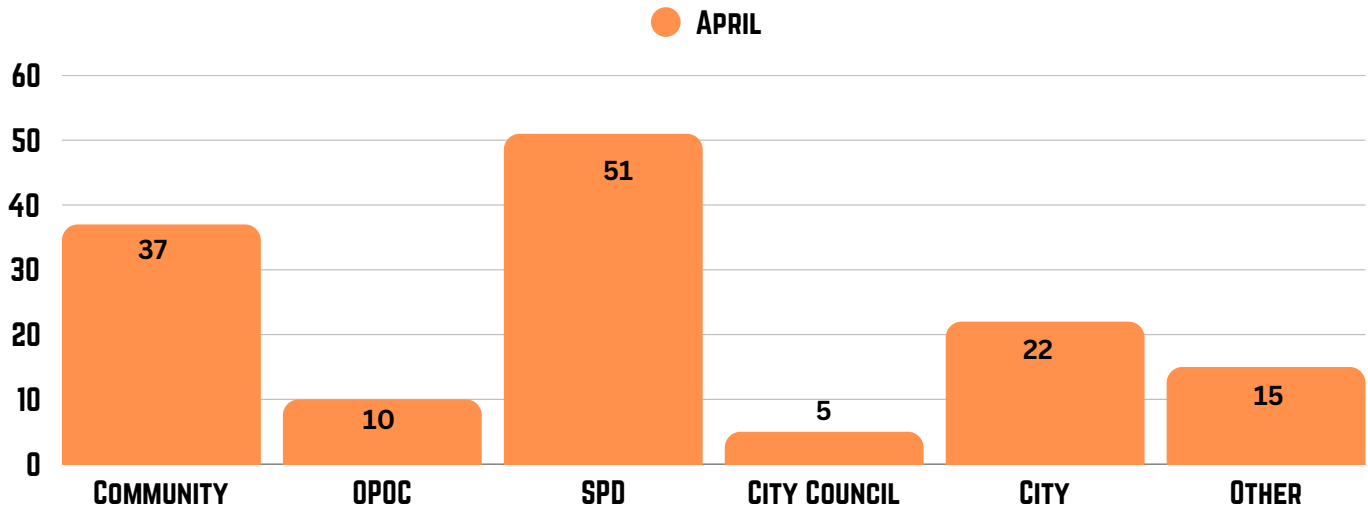
Current	YTD	Contacts, Complaints, and Referrals
140	818	Contacts
10	71	OPO interviews
2	5	Letters of officer appreciation / commendations
3	19	OPO generated complaints
1	20	Referrals to other agencies / departments
0	0	Cases offered to SPD for mediation
0	0	Mediation completed

Current	YTD	IA Investigation Oversight
9	34	Cases certified
1	2	Cases returned for further investigation
0	0	Cases declined to certify
0	0	Web cases reviewed
11	46	Oversight of IA interviews

Current	YTD	Other Oversight Activities
0	56	Special cases reviewed*
0	6	SPD review boards / D-ARPs
54	236	Meetings with SPD
6	27	Oversight meetings
14	64	Community meetings
4	14	Training
0	2	Critical incidents

*Use of Force, K9, Collisions, Pursuits, and AR

CONTACTS



Community meetings

- OPOC meeting

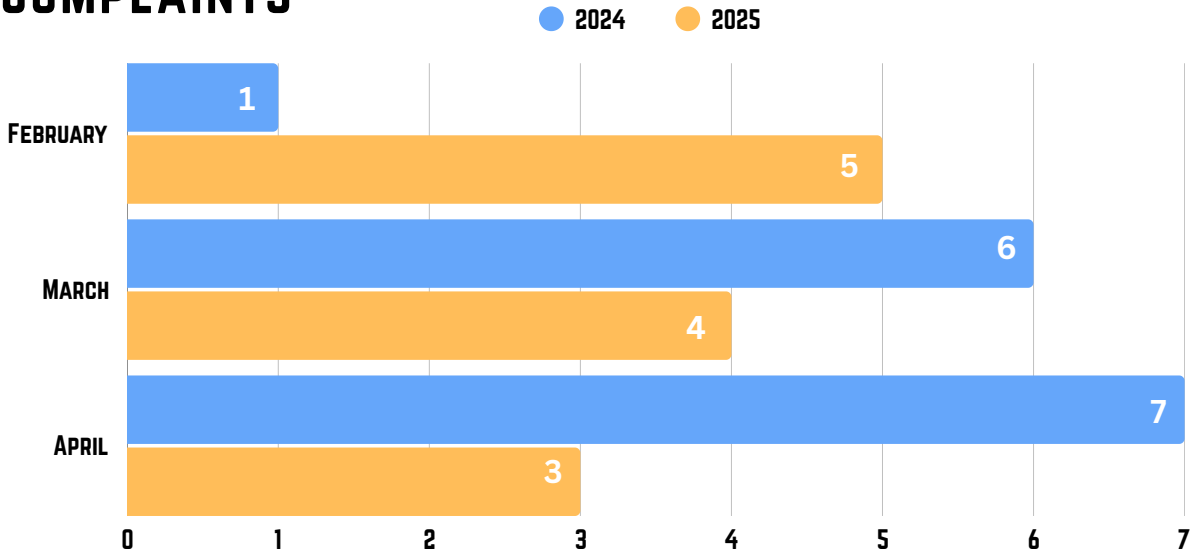
OPOC activities

- OPOC monthly meeting
- SPD Police Demonstration
- SPD ride along
- NAACP meeting

Oversight / Outreach

- NACOLE Executive Board / Committee meetings (3)
- IA biweekly
- Meeting with Chief Hall

COMPLAINTS



Monthly comparison of OPO complaints

SUMMARY OF COMPLAINTS

OPO 25-02	An SPD employee had concerns with how an investigation was requested by a supervisor for what they deemed a false allegation.
OPO 25-04	A community member believes that the officer who interacted with their grandchild showed racial bias and acted inappropriately for the situation.
OPO 25-17	A community member was frustrated by the officer who conducted a traffic stop on them. They stated that what should have been a simple stop, ended up taking 40 minutes and made them late for a court date.

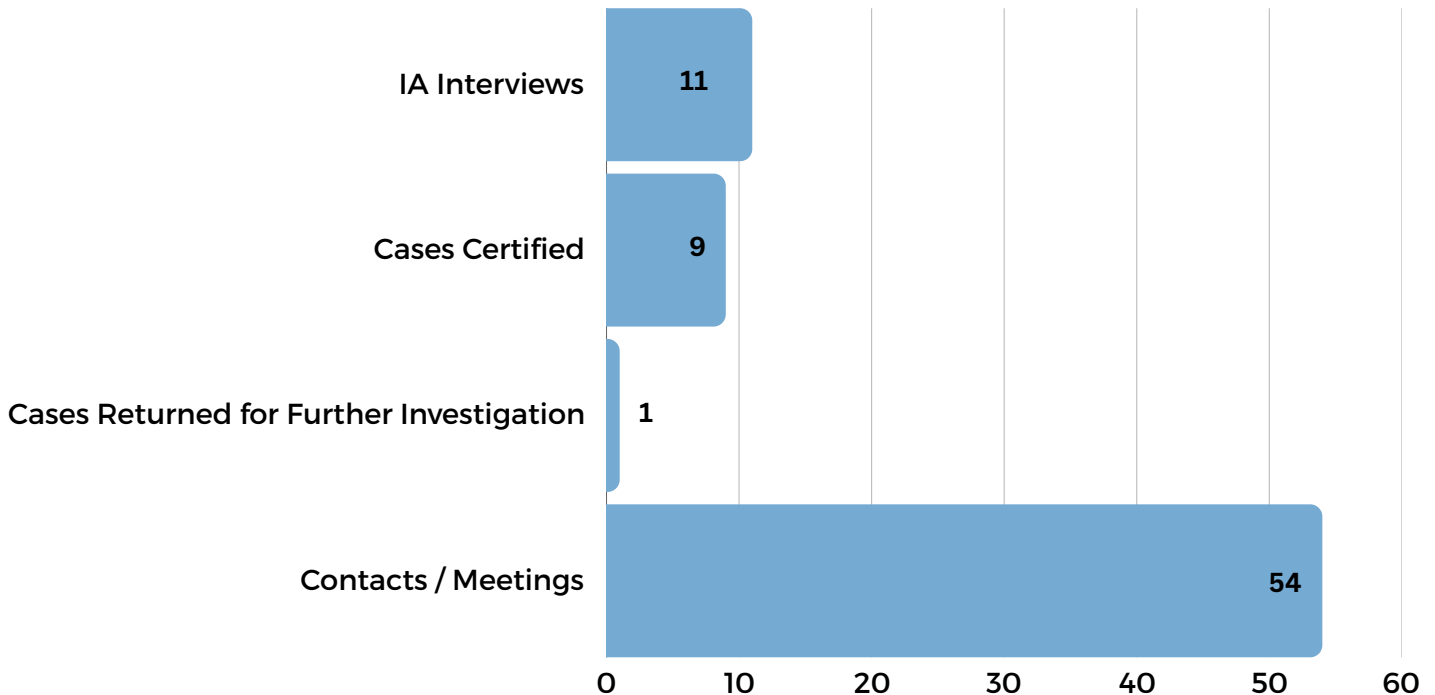
COMMENDATION

L25-04	An OPOC commissioner sent a letter of appreciation to an officer for their ride-along.
L25-05	A community member wanted to share their appreciation for the increased police presence in the Browne’s Addition neighborhood. They feel safer while walking the neighborhood.

REFERRALS

IR 25-20	A community member was hoping to get assistance locating their sibling’s property after they were arrested; SPD/IA
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OVERSIGHT ACTIVITIES



Training

- SPD Academy Police Demonstration day
- BLEA mock scenes
- Scouting America Leadership training
- NeoGov training

Upcoming

- Deputy Ombuds position
- Analyst position
- WSCJTC Commission meeting
- OPOC retreat

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/19/2025

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 Strategic Initiatives Monthly Update

Summary (Background)

Spokane Police Department Strategic Initiatives Monthly Update for June 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			



SPOKANE POLICE DEPARTMENT

CHIEF OF POLICE

KEVIN HALL

Strategic Initiatives

June 2025 Report



Public Safety and Community Health Committee Briefing

June 2025

Excerpts of Commendations
(Personal Identifying Information has been removed)

I completed my SPD Ride Along Friday night with **Officer Luke Jester**. The experience went above and beyond my expectations! I arrived at 7:50 p.m. and finished at about 3:45 a.m. Officer Jester was welcoming, kind, and informative. He answered all of my questions, walked me through some of the paperwork, and debriefed the calls to which we responded. I never felt like any of my questions were dumb questions. I also never felt like my questions and participation were less valued because I did the ride along strictly to observe and learn from a citizen standpoint. It is clear Officer Jester cares about Spokane and the people in our community. I was exposed to a range of calls officers deal with on any given night and was even able to get out of the vehicle and watch from a distance. The night started with a wellness check on someone who Officer Jester had visited a few weeks prior, and the night ended with an arrest and booking. I was so impressed with how Officer Jester interacted with and treated each individual – especially the individual who was arrested at the end of the night – all were treated with dignity and respect. I'm grateful to have had this experience and my respect for the individuals who do this work has deepened.

I have known **Officer Larry House** for well over fifteen years while I would fill in for the front desk assignment for the Sheriff's Office. With my current assignment as the Court Security Deputy, I find myself working even closer with him on a day-to-day basis and he is basically my district partner on campus. During both scenarios, I have found it very enjoyable and easy to work with and around him. I found Officer House to be a very calm and great de-escalator during some very intense encounters with citizens on campus. He has helped to remind me why we are here and how we can best help the community. He listens very well to citizens and seems very invested in their stories. We deal with a lot of mental illness on campus; he builds a mutual trust with them to find out how he can best guide them to help. Officer House has always helped in any way possible and has even sat in courtrooms when a law enforcement presence was required in more than one location. Also, if the Sheriff's desk deputy is away assisting me with the courts, he will try to assist citizens waiting at the Sheriff's front desk. Officer House is a good inspiration and role model for how people view the Spokane Police Department.

Sergeant [Kyle] Heuett, Your interaction with Aaron was definitely the highlight of his night. Thanks for sharing your time and energy with folks from the disability community!

I want to take a moment to commend one of your outstanding employees, **Mat Allen**, from the Spokane Police Department, for making a positive impact in our students' lives. My most recent interaction with Mat occurred during our Spring 2025 semester internship fair. I was particularly impressed by his extensive knowledge of Whitworth's programs of study and how they align with career paths and internship opportunities at the Spokane Police Department. I hadn't realized that there were so many career options available within a police department. Throughout the event, Mat and his team's table was the most popular, attracting many students. He made a genuine effort to educate not only students but also our organizing staff and professors from various undergraduate programs. One of my students later told me in our one-on-one that after visiting the SPD table, she felt extremely enthusiastic and determined to plan on joining the Spokane Police Department once she reaches the required age. I was truly impressed by Mat's professionalism and enthusiasm during our interactions. Please extend my humble gratitude to all the members of the City of Spokane's finest.



Internal Affairs Unit Update

January 1 through April 30, 2025, Commendations and Complaints

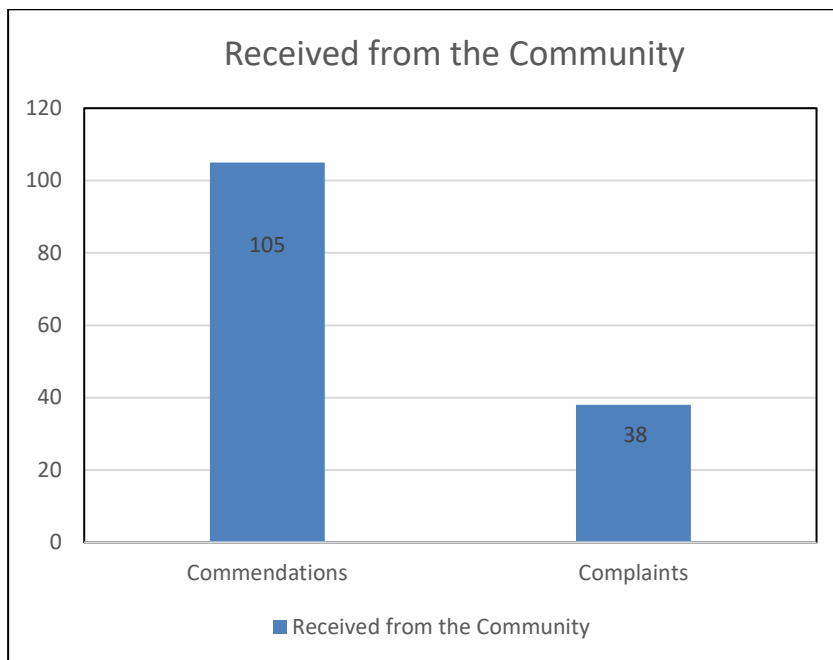
Commendations Received: **Total: 105**

Complaints Received: **Total: 45 (38 from community)**

Source of Complaints—January 1 through April 30, 2025

Received by the Office of Police Ombudsman	Total: 20
Received by the Spokane Police Department	Total: 25
Internally Generated by the SPD	Total: 7
Generated by the Community	Total: 38

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 April 2025.



Deadly Force (Officer-Involved Shootings) Update

2025

From January 1 – February 31, 2025, there were two deadly force incidents.

- **Incident 2025-20016302 (Pending Prosecutor Review):** Incident 2025-20016302 took place on January 24, 2025, in the 200 block of East Sanson. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2025-20027128 (Pending Criminal Investigation):** Incident 2025-20027128 took place on February 9, 2025, in the 3300 block of East 11th Ave. 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 Administrative Investigation):** Incident 2024-20019659 took place on January 31, 2024, near Stevens and Cliff. 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.
- **Incident 2024-20027093 (Pending Prosecutor Review):** Incident 2024-20027093 took place on February 12, 2024, in the 1100 block of East Wellesley. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **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 Prosecutor Review):** Incident 2024-20267061 took place on December 29, 2024, in the 800 block of W Cora. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.

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.



Impaired Driving Coordinator Update

Phlebotomy Program

Officer Mike Thomas reports he, Sgt. Teresa Fuller, and Carrie Christiansen have been spending a significant amount of time working on getting SPD's new Phlebotomy program going. They are in the final stages of setting up the program and getting the first of 4 classes to train our officers in drawing evidential blood. Each officer will be doing 2 full days of classroom work, then a day of practical blood draws, where the officers will need to conduct 40 draws, to be able to be signed off, and able to be licensed by the Department of Health as a Medical Assistant, allowing them to draw blood.

We will have 3 more Phlebotomy classes, one in July, and two in August. We are not only training SPD officers, but also other surrounding agencies, to include Pend Oreille County, Spokane County, Spokane Valley PD, and Yakima PD in these classes. We have a grant from Washington State Traffic Safety to help fund these trainings and supplies to get project off the ground.

Impaired Driving Emphasis at Hoopfest

Officer Thomas is preparing the annual Hoopfest Impaired Driving Emphasis, where we will be having officers from across the State, come to Spokane to help keep our roadways safe, by taking impaired drivers off the roadways. Washington State Traffic Safety and WSP are supporting much of this emphasis. We will have the Mobile Impaired Driving Unit in the downtown area, to help with expediting in processing these impaired drivers, along with having a large law enforcement presence in the downtown area, keeping all our community safe so they can enjoy the fun family events during Hoopfest weekend.



Here is a photo of last year's Hoopfest Mobile Impaired Driving Unit.

Recent and Upcoming Classes/Trainings

- Officer Thomas taught a Current Drug Trends Class up for ESD101 on April 30, with 45 to 50 people in attendance.
- On May 7, he gave a presentation for SW Region EMS Council Meeting discussing First Responders working with Law Enforcement at a collision scene.
- On June 10, Officer Thomas will give a Current Drug Trends class at Providence Sacred Heart's auditorium.
- Spokane will be hosting the Washington State Traffic Safety Summit July 15-17, 2025, where Law Enforcement officers, and other professionals, who work in traffic safety, transportation, roadway engineering, and many others, will be in the downtown Spokane, to attend this conference.
- Officer Thomas will give a presentation on current drug trends to all our regional Medical Examiners on July 30.

Adam Sector (Northwest)

Adam Sector Captain Hendren and several officers attended the Holmes Elementary School Resource Fair.



“Dear Captain Hendren, I just wanted to take a moment to personally thank you and your incredible team for being present at the event at Holmes tonight. I am beyond blessed to have officers and a department like yours in our community—your willingness to engage with families and kids in our neighborhood truly means so much. Your presence made a real impact, and as you know, these moments of connection are powerful for the families we serve. Attached are some of the photos I took during the event. I hope they capture just a bit of the positive energy you helped bring to the evening. Thank you again for all you do.”

Neighborhood Resource Officer Tyler Heiman did a safety tour with the Transitions properties, and a bike safety presentation for On Track Academy.

Baker Sector (Northeast)

Crime Prevention Through Environmental Design (CPTED) Evaluations:

- Gonzaga Preparatory School

Outreach in the Schools:

- Neighborhood Resource Officers Deanna Storch and Micah Prim will be teaching College and Career Readiness classes at Shaw Middle School.

Charlie Sector (South)

Collaboration:

- South Precinct Sergeant Kevin Reese and Officer Nate Donaldson assisted with the Grandview/Thorpe fire evacuation drill on May 3, 2025. They provided feedback on the exercise from a law enforcement perspective.
- Officer Micah Prim collaborated with the Superior Court Coordinator to teach at Medical Lake High School.

Crime Prevention Through Environmental Design (CPTED) Evaluations:

- Sunset Grocery
- Sunset Food Mart

Outreach:

- Officer Micah Prim attended Passages Family Support Community Resource Day
- Sergeants Reese and Kannberg, along with Neighborhood Resource Officer Micah Prim, recently visited the HOPE School for children who are hearing impaired.



David Sector (Downtown)

Downtown Precinct officers are still doing the CORE project around 2nd and Division. The emphasis area has been expanded to the area around the Ridpath (Sprague and Stevens). Downtown officers have increased foot patrols and are patrolling on bikes. In addition to these projects, officers are working hard to keep the viaducts and the gateways to the city clear and clean. We are partnering with Code Enforcement and Downtown Spokane Partnership to clean up trash and graffiti.

Captain Kurt Reese reports, "We are seeing an increase in thefts and assaults downtown with the warmer weather. We are working hard to prevent these crimes, follow up on the ones that happen and try and make arrests when possible. We did have issues with juvenile groups committing crimes downtown, but that has been addressed, and we are not seeing anything at this time."

Investigations Update – Forensic Digital Lab

Digital evidence is critical to many of our violent crime investigations.

Digital Forensic Evidence Examples

- Media files (photo, video, audio)
- Emails (content, senders' and receivers' information, attachments)
- Text and instant messages
- Transactions
- Internet histories
- Geolocation

In 2024, SPD's Digital Lab analyzed hundreds of videos and extracted data from hundreds of phones. Digital evidence was crucial in identifying suspects for the crimes of homicide, drive-by shooting, stalking, arson, and rape. Digital evidence also exonerated a person who was being framed by an ex-partner.

In February 2025, digital forensic evidence led detectives to identify and apprehend a sexual predator. A routine Domestic Violence call led to a search warrant for a video. Detectives found child sex abuse material. Detectives obtained another search warrant for the rest of the photos and videos. Using phone extraction software in SPD's lab, detectives logged 136 videos, and 1,139 photos of Depictions of a Minor engaged in Sexually Explicit Conduct in the 1st Degree. They found 33 videos and 2,075 photos of Depictions of a Minor engaged in Sexually Explicit conduct in the 2nd Degree, and six more videos involving children that carry felony charges. The suspect is in jail with bail set at \$1,000,000.00.

Digital Lab Recent Accomplishments

- Our lab staff members hold certifications in Call Detail Record Analysis, Cellular Device Extractions, Advanced Smartphone Analysis, Video Collection, and more.
- We increased the staffing from two staff capable of Digital Forensics to five.
- We have added cell site network scanners to our hardware list, converted to a new lab reporting system, and introduced phone repair capabilities.
- We have partnered with the Secret Service and regularly attend various classes which are offered by the National Computer Forensics Institute.



SPD's Dialogue Team and May Day Protests

Spokane Police Department now has a specialized Dialogue Team to handle public demonstrations differently. The team aims to serve as a voice of reason during conflicts while ensuring constitutional rights are protected. By maintaining a non-threatening presence, the department hopes to build better relationships with demonstrators while fulfilling public safety duties.

Recently, with the May Day protest, TAC's Dialogue Team contacted the event organizers and obtained the march route and was able to coordinate with the peacekeepers to use crosswalks, stay out of the lanes of travel and encouraged self-policing. This was largely successful, and the large march stayed on the sidewalks (for the most part).

The ENABLE Dialogue model helps police manage crowds more effectively and prevent conflicts from escalating. A few examples of officers keeping events from escalating:

- Hostile Vehicle Incident: There was an incident near the Arena, where the large crowd was crossing the street and a vehicle attempted to drive through the crowd, likely because they did not want to wait. TWO TAC units were able to dissuade the driver from (slowly) driving through the crowd. This is a situation that could have turned contentious and dangerous should units not have been there to mitigate the danger.
- Small fire: Demonstrators set a small fire, in a tin pot as part of a ceremony at the locations. Dialogue, being in the crowd, was able to see that they were doing and communicate that it was not a danger to field command. Should police not have had that information, a random 911 call of protestors starting a fire (at the ICE Office) would likely have put patrol officers responding to the call in a precarious situation. This was definitely a Dialogue success.

There were no reports of violence or property damage. TAC was able to lessen the impact of the march on the motoring public and there were no reported collisions of vehicles or pedestrians. TAC made no arrests/citations. The Dialogue Team was warmly received by the demonstrators, and provided vital information that Field Command was able to use to aid in a peaceful, safe demonstration.

From a Community Member: *"Good afternoon, I wanted to pass along my appreciation for the police officers who supported the May Day March in Spokane yesterday. There was an aggressive driver that was intentionally targeting the PJALS volunteers who were helping manage crosswalk traffic. A Police officer in a vehicle immediately addressed the situation and got the aggressive driver to leave. Unfortunately, I did not see his badge to give him a personal shout out. I saw two other police officers doing a great job at monitoring and giving the assembly and speakers space. A big thank you to all the officers who supported safety at the event. I appreciate what you do for our community."* – K.O.

Recruiting for SPD Employees and Volunteers

May Recruiting Events

- May 9: Meet the Employer at Fairchild AFB
- May 14: Law Enforcement/Military Career Fair at Fairchild AFB
- May 20: Job Fair at Malmstrom Air Force Base in Montana



Congratulations to our Academy Graduates

Spokane Police Department recruits just graduated from Basic Law Enforcement Academy (BLEA) on May 13, 2025. Congratulations to our officers! From left to right, Officers Brandon Arnold, Tiffany Brossoit, Kegan Young, Samantha Weirich, Kyle Gale, and Dwayne Quintanilla.



K9 Advanced Handler Class at SPD Academy

Spokane Police Department hosted the K9 Advanced Handler course on May 4-8, 2025. This Washington State Police Canine Association (WSPCA) class was attended by 11 different law enforcement agencies, including some from Canada. For more than four decades, the Washington State Police Canine Association has advanced the practice of law enforcement and corrections officers utilizing K9s to protect communities. The nonprofit organization was founded in 1978 and runs two training seminars per year hosted by member departments and provides certification for all member teams.



Officers Honored by Spokane Velocity

Spokane Velocity held a “Salute to First Responders” event on April 27. Officer Winston Brooks was honored as “Officer of the Quarter” and Officer Mike Thomas was recognized for his work with educating people on drugs and alcohol, as well as his recent lifesaving award. The officers received a standing ovation from the crowd!

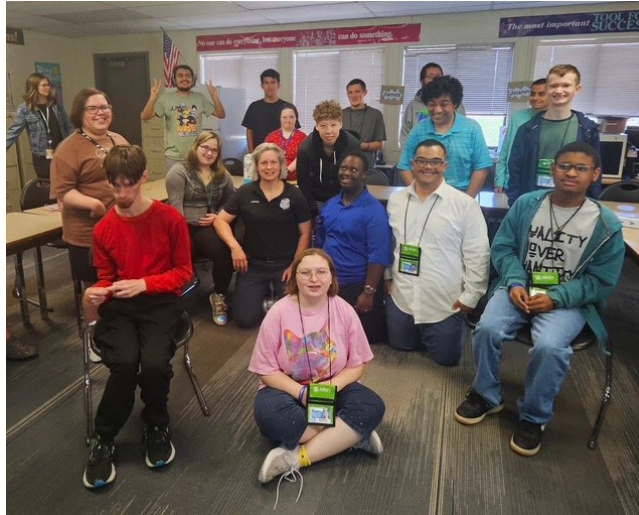


Four other officers attended the event and interacted with community members.



SPD Outreach in Schools

- On May 2, officers visited the Secondary Transition Program to discuss safety.
- SPD enjoyed providing drug education to 6th grade students on May 7.
- Bike Safety at Garfield Elementary on May 8.
- On May 29, Spokane Public Montessori students got a tour of the Public Safety Campus.
- Lewis and Clark High School students had a tour and hands-on learning demonstration at the SPD Academy on May 30.



Medication Take-Back Day Success



On April 26, 2025, SPD proudly partnered with West Spokane Wellness Partnership, Shadle Coalition, DEA, Walmart, and the Spokane Regional Opioid Taskforce for Medication Take Back Day!

Community members safely disposed of 83.9 pounds of unused, expired, and unwanted medications — helping protect our youth, families, and environment. We also distributed 24 Narcan kits and 12 medication lock boxes to support ongoing safety efforts.

Visit www.takebackyourmeds.org to find a return site near you.

The week before, SPD participated in a Medication Take Back Day at Northeast Community Center. That event resulted in 59 pounds of medication.

SPD in the Community

SPD Reserve Officer Ed Richardson had a blast at the Asian Native Hawaiian Pacific Islander Heritage Festival at Riverfront Park.



Below, Sergeant Kyle Heuett at the Arc of Spokane's Rock the Runway event.



JOIN THE SPOKANE POLICE DEPARTMENT



INTEGRITY, PROFESSIONALISM, & COMPASSION

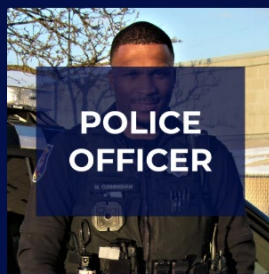
A career with the Spokane Police Department offers many advancement opportunities and diverse career paths. Every day is a fresh experience, a chance to make a difference, and an opportunity to uphold our mission. Officers value the community outreach opportunities and the ability to make an impact helping others.

We stand with our community, striving to build lasting bonds. Our mission is to serve the community with professionalism, integrity, and compassion so that with every single interaction we enhance trust, preserve safety, and model ethical policing.

CURRENT OPENINGS WITH THE SPOKANE POLICE DEPARTMENT



**POLICE
OFFICER
CERTIFIED**



**POLICE
OFFICER**



**POLICE RADIO
DISPATCHER I**



**POLICE
RECORDS
SPECIALIST**

*View Current
Job Openings*



*Sign up for Job
Notifications*



Get an email when jobs open.

*View a List of All
City Positions*



City of Spokane Jobs | my.spokanecity.org/jobs
civilservice@spokanecity.org | 509.625.6160

<https://joinspokane.org/>

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

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



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/22/2025

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

POLICE

Bid #**Contact Name/Phone**

STEVE WOHL 4056

Requisition #**Contact E-Mail**

SJWOHL@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 - SIT AND LIE MONTHLY UPDATE

Agenda Wording

SPD's Sit and Lie Monthly Update for April and May 2025

Summary (Background)

SPD's Sit and Lie Monthly Update for April and May 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			

Date/Time	Location
Thu, 17 Apr 2025 10:23:00	W PACIFIC AVE / S BROWNE ST
Wed, 23 Apr 2025 07:19:00	STEVENS STREET VIADUCT
Thu, 24 Apr 2025 07:10:00	2 nd / N CEDAR
Fri, 25 Apr 2025 07:11:00	S LINCOLN ST / W SPRAGUE AVE
Sun, 27 Apr 2025 19:41:00	Post/2 nd Avenue
Sat, 03 May 2025 07:56:00	S HOWARD ST / W 1ST AVE
Tue, 06 May 2025 07:27:00	W SPRAGUE AVE / N STEVENS ST
Mon, 12 May 2025 13:03:00	Railroad Alley/Stevens
Tue, 13 May 2025 07:24:00	500 W Sprague
Thu, 15 May 2025 11:21:00	S DIVISION ST / E PACIFIC AVE

Cite Release or Booked
Booked

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/19/2025

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 Photo Red Monthly Update

Summary (Background)

Spokane Police Department Photo Red Monthly Update for April 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 June 2nd, 2025.

Statistic for Photo Red for the time frame of April 1st 2025, to April 30th, 2025.

There were 1971 violations on the photo red system from April 1st 2025, to April 30th, 2025. During the same time frame in 2024 there were 1766 violations, which is an increase of 205 violations.

Statistic for Photo Speed for the time frame of April 1st 2025, to April 30th, 2025.

There were 1737 violations on the photo speed system from April 1st 2025, to April 30th, 2025. During the same time frame in 2024 there were 1802 violations. This is a decrease of 65 violations. We still are gaining voluntary compliance with the system in place. The camera located at Maple and Rowan is waiting on power supply to the location.

Executive Summary: Photo RED

April 1st 2025, to April 30th, 2025.

- Freya and 3rd was the 1st highest with 337 violations.
- Maple and 2nd was the 2nd highest with 214 violations.
- Thor and 2nd was the 3rd highest with 204 violations
- Browne and Sprague was the 4th highest with 203 violations.

Executive Summary: Photo SPEED

April 1st 2025, to April 30th, 2025.

- Longfellow Elementary was 1st highest with 529 violations.
- Adams/ Ferris was the 2nd highest with 481 violations.
- Willard elementary was the 3rd highest with 338 violations.
- Ridgeview elementary was the 4th highest with 179 violations.

***Current revenue of the system.**

Type of Revenue	2025 Initial/Adopted Budget	Budget/12 months or budget per month	4 months of per month budget	Actual through April 2025	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	440,320	580,957	140,637
School Zone Fines	4,295,187	357,932	1,431,728	1,019,911	(411,817)

Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

Approved in current year budget? ☐ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/22/2025

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 REPORT ON PUBLIC SAFETY UNIFORM OVERTIME

Agenda Wording

port 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 May 10th, 2025. Budgeted year-to-date Base Wages versus actuals through the period ended May 10th, 2025 is included for comparison. 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		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

Uniform OT thru period ended May 10th, 2025

Fund	2025 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	6,828,975	2,616,466	2,165,010	451,456
Public Safety & Judicial Grants	510,229	195,490	173,854	21,636
Police TOTAL	7,339,204	2,811,956	2,338,864	473,092
Fire/EMS	4,962,825	1,901,466	2,339,730	(438,265)
Fire TOTAL	4,962,825	1,901,466	2,339,730	(438,265)

Base wages thru period ended May 10th, 2025

Fund	2025 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police	51,968,520	19,911,310	17,558,097	2,353,214
Fire/EMS	41,432,773	15,874,626	14,631,284	1,243,342

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/28/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 625-6718

Requisition #**Contact E-Mail**

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE

Sponsoring at Administrators Request

NO

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

RESOLUTION TO CREATE AN OPIOID ADVISORY SUBCOMMITTEE

Agenda Wording

A resolution to create an Opioid Advisory Subcommittee of the Public Safety and Community Health Committee to make policy and funding recommendations to Council on the use of Opioid Settlement dollars.

Summary (Background)

The City of Spokane receives funds annually by participation in the settlement of national opioid litigation. The subcommittee would make recommendations regarding use of the funds.

What impacts would the proposal have on historically excluded communities?

The committee membership would reflect professional and lived experience from diverse communities to inform a balanced approach to recommendations.

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 committee would be required to submit an annual report that summarizes their work for the year and the outcomes of the projects they recommended.

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

The committee would be required to submit an annual report that summarizes their work for the year and the outcomes of the projects they recommended.

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?

Supports the ongoing solutions to assist those suffering from substance use disorder with opioids.

Council Subcommittee Review

This resolution, if approved, creates a new council subcommittee.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Not applicable			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Yes			
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			

RESOLUTION 2025-0000

A RESOLUTION establishing an Opioid Advisory Subcommittee of the City Council Public Safety and Community Health Committee to recommend use of Opioid Funds received by the City of Spokane, and to make recommendations on current and proposed policies and procedures related to opioid abuse by the City of Spokane.

WHEREAS, in 2023, 82% of drug overdose deaths in Spokane County were from opioids, 91% of which involved fentanyl; and

WHEREAS, the overdose crisis has directly or indirectly affected every person in the City of Spokane, Spokane County, and the Inland Northwest region; and

WHEREAS, in a 2017 survey conducted by the University of Washington Alcohol and Drug Abuse Institute with partners across the state of Washington, 78% of regular heroin users were interested in reducing or stopping their opioid use; and

WHEREAS, in the same study, those who expressed interest in reducing or stopping their opioid abuse cited several types of help they would use if they were easy to access including opioid use disorder medications (69%), detox programs (49%), 1:1 addiction counseling (41%), outpatient drug treatment (39%), inpatient drug treatment (35%), and mental health care or medications (30%); and

WHEREAS, the primary substances causing overdoses are a group of substances called opioids; and

WHEREAS, the response to overdose deaths from all levels of government should be supported by evidence, should be humane, and should recognize the humanity and diversity of people who use substances, the reasons for their substance use, and the complexity of their needs; and

WHEREAS, Spokane has comparatively fewer treatment clinics, sobering centers, and resources available for those suffering opioid abuse disorder as commonly cited peers like King, Pierce, and Multnomah Counties; and

WHEREAS, the Washington State Attorney General's Office settled litigation with opioid distributors that recovered \$518 million for Washingtonians; and

WHEREAS, as part of the class action settlement of opioid related claims, the City of Spokane is a "Participating Local Government" pursuant to the One Washington

Memorandum of Understanding (hereafter the “WA MOU”) with municipalities and counties within the State of Washington; and

WHEREAS, the City of Spokane anticipates receiving a total of \$13.3 million by the year 2038 from the settlement with opioid distributors; and

WHEREAS, all of the Participating Local Governments are also participants in the "Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State" (hereafter “Allocation Agreement”); which funds from the settlement have been distributed directly to the Participating Local Governments commencing in 2022; and

WHEREAS, the Allocation Agreement requires that funds be spent on “Approved Purposes” as found in Exhibit A of the WA MOU; and

WHEREAS, the Spokane City Council seeks to align drug addiction and treatment policies with evidence-based practices by collaborating with individuals who have academic, professional, and/or lived experience in opioid prevention, treatment, recovery, harm reduction, and training specific to opioid use disorder; and

WHEREAS, the City Council desires to maximize the effectiveness, efficiency and accessibility of prevention programs, harm reduction measures, stabilization programs, substance use treatment, and recovery support services, and

WHEREAS, the City Council further desires to implement city policies that are evidence-based, reduce the harm caused by opioid use, and achieve positive outcomes for people who use opioids; and

WHEREAS, the City Council further desires to identify potential vendors and programs eligible for funding under the Settlement Agreement in accordance with the Approved Purposes; and

WHEREAS, the City Council further desires to find opportunities to pool settlement funds with other participating jurisdictions to maximize the effectiveness and efficiency of opioid treatment, prevention and treatment programs; and

WHEREAS, pursuant to Section 9 of the City Charter, the City Council may, by resolution, create a subcommittee with power to determine membership, qualifications, and appointment process;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby forms an Opioid Advisory Subcommittee (herein ‘the Subcommittee’) of the Public Safety

and Community Health Committee, with the following Rules, Duties, and Responsibilities:

Section 1. Membership

- A. The Opioid Advisory Subcommittee shall consist of no more than 13 voting members, all appointed by the City Council except the City Administrator and the Chair of the Public Safety and Community Health Committee Chair, and their respective designees.
- B. The membership shall be multidisciplinary and include individuals with academic, professional, and/or lived experience in opioid prevention, harm reduction, treatment, recovery, and education. Members shall represent diverse perspectives, including first response, behavioral health, peer support professionals, and those with direct lived experience with opioid use disorder, and appointed by the mayor and approved by city council.
- C. A majority of members must be from the fields of Addiction Studies, Substance Use Treatment, Medicine, Overdose Response, Toxicology, and Peer Counseling and Navigation in the area of Substance Use Disorders.
- D. All members of the subcommittee shall be residents of the City of Spokane.
- E. At least one member of the subcommittee shall be a member of the Spokane Tribe.
- F. City Council shall have one member who is the Public Safety and Community Health Committee Chair or designee, and
- G. The City Administrator or the City Administrator's designee shall be a member.

Section 2. Term of Office

- A. The term of office shall be two years; provided, the initial terms may be shorter or longer to ensure that membership terms are staggered.
- B. The terms of six members shall expire in odd-numbered years.
- C. The terms of seven members shall expire in even-numbered years.

- D. Initial terms of members shall commence in 2025, with seven expiring in 2026 and six expiring in 2027.
- E. Members shall reapply after serving two full terms. No member shall serve more than four full terms.
- F. No member other than the Chair and Secretary shall be employed by a City or County government.

Section 3. Vacancy

- A. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment.
- B. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

Section 4. Liaison Membership

- A. Representatives of agencies with opioid abuse interests within the city of Spokane may join the Subcommittee in liaison roles.
- B. The council member who has been appointed as chair of the Public Safety and Community Health Committee shall preside as chair of the Subcommittee.
- C. The Subcommittee may accept any additional liaison members as seen fit by the affirmative vote of at least two-thirds of the members.
- D. Any agency with a representative serving as a liaison to the Opioid Advisory Subcommittee may identify an alternate member of the agency to serve in the absence of the designated liaison.

Section 5. Officers

- A. The Chair shall preside over meetings of the subcommittee. The chair shall only vote to break a tie.
- B. The Subcommittee shall select a Vice Chair from those members. The Vice Chair

shall preside over meetings in the absence of the Chair.

- C. The relevant city staffer or their designee shall serve as Secretary. The Secretary shall assist in keeping documentation of the minutes of each meeting and any public record as defined by state law produced by the Subcommittee. The Secretary is non-voting and does not count as a member of the Subcommittee.
- D. The Subcommittee may appoint other officers as deemed necessary and by the affirmative vote of two-thirds of the members.

Section 6. Ancillary Powers

The Subcommittee shall have the power to:

- A. Adopt internal rules of procedure not herein prescribed to accomplish its duties.
- B. Use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the Subcommittee in the performance of its functions, maintenance of its records, and preparation of official correspondence.
- C. Access all relevant City data and records to develop productive analysis.
- D. Organize itself, establish workgroups, committees, or subcommittees, and delegate duties to such subordinate groups for the performance of its work.
- E. Host joint meetings with the City Council or other relevant boards, subcommittees, and commissions.

Section 7. Duties and Responsibilities

The Subcommittee shall have the following duties and responsibilities:

- A. The Subcommittee shall study significant issues related to addiction and opioid abuse disorder, particularly illicit opioids such as fentanyl and heroin, and make recommendations to the City Council and the Mayor including, but not limited to, the following considerations and following the Approved Purposes set forth in the WA MOU:

- i. Build capacity in the areas of prevention, outreach, harm reduction, medical detoxification, access to Medications for Opioid Use Disorder (MOUD), access to culturally relevant and evidence-based treatment at all levels of care, and support for those in recovery across the lifespan.
 - ii. Reducing negative impacts to all residents of the City of Spokane by implementing evidence-based prevention, harm reduction, and treatment practices proven to reduce public health risk, decrease strain on emergency departments and first responders, and increase access to treatment.
 - iii. Find opportunities for the city to study, promote, and adopt advancements in relevant fields that improve outcomes, reduce costs without impacting service levels, and encourage treatment.
 - iv. Consider and balance the safety and rights of all community members;
 - v. Ensuring that current and proposed policies related to opioid use disorder are evidence-based and follow professional guidance on harm reduction.
- B. Issue an annual report that shall at least include any new recommendations, the status of prior recommendations made by the subcommittee, and a workplan with goals for the following year.
- C. The subcommittee shall meet no less than once per month and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.
- D. Regular and special meetings of the subcommittee shall be held in public and shall be subject to the notice requirements of the Open Public Meeting Act, and an audio, video or other record of such meetings maintained for public inspection. Meetings of any workgroups, committees, or subcommittees shall not be required to adhere to the Open Public Meeting Act, and need not be recorded nor must records of their proceedings and meetings be maintained.

Section 8. Equity Considerations

In making and approving appointments to the Subcommittee, the mayor and council shall seek adequate representation of community members from marginalized communities, including but not limited to those with disabilities, communities of color, and underrepresented geographic areas of the City.

In pursuit of its duties, the Subcommittee shall consider the effects of each of its recommendations on marginalized and impacted communities and include those considerations within any recommendations.

Section 9. Removal of Subcommittee Members

Subcommittee members shall not be removed from office by the council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, malfeasance, or failure to attend three regularly scheduled meetings and upon the affirmative vote of four council members.

Subcommittee members may also be subject to removal from office by the members of the Subcommittee based upon on a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, malfeasance, or failure to attend three regularly scheduled meetings and upon the affirmative vote of ten subcommittee members.

No Subcommittee member shall be removed from office without written notice of the intent to remove and the opportunity to provide a written response to such notice.

Section 10. Dissolution

The Subcommittee may be dissolved by the affirmative vote of five council members.

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

City Clerk

Approved as to form:

Assistant City Attorney

Committee Briefing Paper

Finance & Administration Committee

Committee Date	05/29/2025
Submitting Department	City Council
Contact Name	ANDRES GRAGEDA
Contact Email & Phone	agrageda@spokanecity.org
Council Sponsor(s)	CM Navarrete CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Kid's Day at Riverfront Park
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This resolution declares Sunday, June 22, 2025 as Kid's Day and recognizes the sponsors that provided for free Gondola, Skate Ribbon and Carrousel rides for children under 12 years of age.

Fiscal Impact

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Total Cost: \$11,000

Current year cost: \$11,000

Subsequent year(s) cost: Unknown

Narrative: After reaching out to many potential sponsors, we were able to secure contributions from Dasani Water, SDS Realty, Catholic Charities and Avista Foundation to reimburse the Park Fund for the full revenue that would be lost by offering free amenities to children under 12 all day.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? This was a one-time sponsorship deal

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

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

Offering free amenities to children lifts the burden of providing a fun, memorable experience to financially disadvantaged families.

- 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?

Riverfront will collect data on the number of free rides given, however, they won't be recording the demographic or financial status of the riders.

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

Riverfront can compare the ridership during Kid's Day and compare it to another similar day to see if the event was successful in attracting families to the park.

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

The Commitment to Youth section of the Comprehensive Plan states "[The City shall] Allocate resources at a consistent and meaningful level to provide access to youth-related programs."

The stated values in the Social Health chapter of the Comprehensive plan include providing recreational and educational opportunities for all youth, assuring that Spokane remains a great place to raise a family, treasuring the youth and elders alike, and continuing community events that contribute to Spokane's community identity.

Council Subcommittee Review

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

The resolution did not receive a subcommittee review due to timing.

RESOLUTION NO. 2025-0044

A Resolution declaring Sunday, June 22, 2025, as “Kid’s Day” and providing for free amenities to children at Riverfront Park.

WHEREAS, Father’s Day originated in Spokane in 1910 as a day to celebrate fatherhood and is now recognized as a national holiday; and

WHEREAS, the students of **Spokane International Academy** visited City Hall with several proposals for Council Members, one of which being an annual “Kid’s Day”; and

WHEREAS, the contributions of children to their families and communities are often overlooked or underappreciated; and

WHEREAS, the children of Spokane represent the future of the community and deserve to feel valued, recognized and celebrated; and

WHEREAS, establishing a “Kid’s Day” in Spokane also provides an occasion to recognize and celebrate the educators, childcare workers, advocates and anyone who works with children, showing appreciation for the incredible and selfless work they do; and

WHEREAS, establishing a “Kid’s Day” in Spokane also provides an opportunity to raise awareness of the issues that impact children the most, including education, mental health struggles and safety concerns; and

WHEREAS, the City’s parks are a hub for recreation, community and relationship building, and, especially at Riverfront Park, also are an economic driver; and

WHEREAS, many families refrain from taking part in some of Spokane’s greatest attractions like Riverfront Park due to economic instability, the City Council would like to promote the use of Riverfront Park by alleviating some of the cost of its attractions and encouraging families to take advantage of their amenities; and

WHEREAS, Riverfront Park hosts many rides and attractions, including the Skyride, Ribbon, and Carrousel, all three of which require payment to access; and

WHEREAS, the Spokane City Council and Riverfront Park, after consultation with the City’s Parks and Recreation Department and the Spokane Park Board, have arranged sponsorships by **Dasani Water, SDS Realty, Catholic Charities, and Avista Foundation** to cover the cost of providing free Skyride, Ribbon and Carrousel rides for children under the age of 12; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council declares Sunday, June 22, 2025 as “Kid’s Day” in Spokane; and

BE IT ALSO RESOLVED that on this day, Riverfront Park will be offering free admission to the Skyride, Ribbon and Carrousel to children under the age of 12 thanks to the generous contributions from **Dasani Water, SDS Realty, Catholic Charities, and Avista Foundation**; and

BE IT ALSO RESOLVED that the City Council, in conjunction with Riverfront Park, the City’s parks and Recreation Department and the Spokane Park Board, commits to annual designation of “Kid’s Day” at Riverfront Park and to acquiring funds to allow for free admission to attractions at Riverfront Park on Kid’s Day going forward.

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

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION 2025-0043

A resolution declaring an emergency and authorizing a Service Contract to be established for a third-party administrator (TPA) to handle City of Spokane workers compensation claims.

WHEREAS, workers compensation claims have been handled in-house by two Claims Administrators. However, with the loss of one of those employees, it has become increasingly difficult to recruit and hire another licensed and certified Claims adjuster. State of Washington Labor & Industries requires all persons adjudicating workers compensation claims be certified by Labor and Industries. The current and consistent volume of workers compensation claims cannot be adequately handled by one person. The assistance of a third-party administrator licensed and certified by the State is necessary to assist in order to enable the City to handle the amount of claims while recruiting to fill the vacant position; and

WHEREAS, the City of Spokane volume of claims exceeds the capacity for a single person to handle requiring the need for immediate assistance to avoid incurring fines and penalties from Labor & Industries who administer the Workers' Compensation program for the State of Washington; and

WHEREAS, the cost of the Workers' Compensation TPA Services exceeds the competitive procurement threshold of \$10,000; and

WHEREAS, an urgency and emergency does exist -- Now, Therefore,

BE IT RESOLVED BY THE City Council of the City of Spokane that an emergency exists pursuant to SMC 7.06.180 justifying the waiver of public bid requirements for the contracting for third-party administrator services to handle the City's worker compensation claims; and

BE IT RESOLVED by the City Council for the City of Spokane that staff is hereby authorized to establish a service contract for Workers' Compensation TPA Services not to exceed \$165,000/year.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE NO C36706

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO OUTSOURCE WORKER'S COMPENSATION CLAIMS ADMINISTRATION.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Worker's Compensation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Eliminate one classified Claims Administrator position (from 2 to 1).
- 2) Decrease appropriation by \$86,000.
 - A) Of the decreased appropriation, \$86,000 is removed solely from base wages and associated employee benefits.
- 3) Increase appropriation by \$177,000.
 - A) Of the increased appropriation, \$177,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from outsourcing worker's compensation claims administration, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



PENSNO-01

JDELMEREDITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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

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

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Adam-MO BRG Griffith	
	PHONE (A/C, No, Ext): (509) 343-9205	FAX (A/C, No): (509) 325-1803
	E-MAIL ADDRESS: adam.griffith@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Penser North America, Inc. DBA Penser North America 700 Sleater-Kinney Rd SE Suite B #170 Lacey, WA 98503-1150	INSURER A : Ohio Security Insurance Company	24082
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Ohio Casualty Insurance Company	24074
	INSURER D : Bridgeway Insurance Company	12489
	INSURER E : At-Bay Specialty Insurance Company	19607
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS67233972	12/27/2024	12/27/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$100K			52UECCG0025	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO67233972	12/27/2024	12/27/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			BZS67233972	12/27/2024	12/27/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional Liab			7GA7PL000145702	12/27/2024	12/27/2025	\$50K Ded \$2M Occ/Agg 2,000,000
E	Commercial Cyber			AB660654905	12/27/2024	12/27/2025	\$2,500 Ded 3,000,000

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

See section E of the endorsement for additional insured verbiage.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



Alliant Insurance Services, Inc
818 W Riverside Avenue, Suite 800
Spokane, Washington 99201-0913

Dear Certificate Holder,

We would like to inform you of an important update to our procedures for completing ACORD forms, which is a result of the recent legal case, T-Mobile USA Inc. v. Selective Insurance Company of America.

****Effective immediately, Alliant Insurance Services Inc. will no longer include specific language in the Description of Operations field on ACORD forms. **** This change ensures compliance with the court's ruling, which emphasizes the legal significance of the information provided on these certificates.

To ensure you have the appropriate coverage, ****we strongly encourage you to review the attached policy endorsements****. These documents provide detailed information about your coverage and should be used to verify that your insurance needs are fully met.

- The Alliant Standard is to only add wording that will identify the Certificate to the Certificate Holder. (Location, Description of Equipment, Contract or Job Number, etc.)
- Any other wording may be construed as modifying the policy and we should let the attached endorsements speak for themselves.
- Even if you are not doing business in Washington State and your state is silent on this issue. Alliant Adopts the position that you may not modify the policy limits on the Certificate.
- All states forbid an agent from issuing a document that is fraudulent, a misrepresentation, or a deceptive act.
- The ACORD Form Instruction Guide says: "Enter limits corresponding to those found on the policy declarations page."

For Additional Details:

Case: T-Mobile USA Inc. v. Selective Insurance Company of America

Summary: In this case, the court ruled that an insurance company is bound by its agent's written representation in a certificate of insurance (COI) that a particular corporation was an additional insured under a given policy. This decision came despite the COI containing disclaimers stating it could not "amend, extend or alter the coverage afforded by" the policy.

The ruling emphasized that if an agent acts with apparent authority and provides a COI stating that a party is an additional insured, the insurer must honor that representation. This case has influenced how COIs are viewed in Washington state, affirming them as valid proof of coverage under certain conditions.

Source:

1. T-Mobile USA Inc. v. Selective Ins. Co. of Am. - Casetext.
<https://casetext.com/case/t-mobile-usa-inc-v-selective-ins-co-of-am-2>.

(2) T-Mobile USA, Inc. v. Selective Ins. Co. of Am. :: 2019 :: Washington
<https://law.justia.com/cases/washington/supreme-court/2019/96500-5.html>.

(3) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis <https://bing.com/search?q=Washington+state+court+case+Selective+Insurance+T-Mobile+COI>.

(4) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis <https://lewisbrisbois.com/newsroom/articles/t-mobile-usa-inc-v-selective-insurance-company-of-america>.

We understand that this change may require an adjustment in how you manage your insurance documents. Please rest assured that our team is here to assist you with any questions or concerns you may have regarding this update.

Thank you for your attention to this matter and for your continued trust in our services.

Jessica Akeens, CISR Elite
Commercial Lines Account Manager
CA License No. 0E69948
Alliant Americas

D (509) 570-1229
F (509) 325-1803
E Jessica.Akeens@alliant.com
alliant.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II – Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

- (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and

- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

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

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph **F.3.** is replaced by the following:
 3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
2. Paragraph **F.9.** is replaced by the following:
 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WASHINGTON - STOP GAP - EMPLOYER'S LIABILITY
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Bodily Injury By Accident	Bodily Injury By Disease	
Each Accident	Each Employee	Aggregate
\$ 2000000	\$ 2000000	\$ 2000000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section II - Liability is amended as follows:

A. Coverage - Stop Gap - Employer's Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you, and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

- (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- (b) Care and loss of services; and
- (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions Applicable To Stop Gap - Employer's Liability Coverage

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it is reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With Workers' Compensation Law

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Sections 51-60);
- (2) The Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Coverage Extension - Supplementary Payments provisions apply to **Stop Gap - Employer's Liability Coverage** as well as to **Business Liability Coverage**.

C. For the purposes of this endorsement, Paragraph **C. Who Is An Insured** is replaced by the following:

C. Who Is An Insured

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

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

- E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of the Liability And Medical Expenses General Conditions** is replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent is notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- F. For the purposes of this endorsement, Paragraph **4. of the Liability And Medical Expenses Definitions** section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

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

G. The following are added to the **Liability And Medical Expenses Definitions** section:

1. "Workers' compensation law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing nonoccupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION
(PREMISES)**

This endorsement modifies insurance provided under the following.

BUSINESSOWNERS COVERAGE FORM

1. The following exception is added to Exclusion B.1.f. Pollution in Section II - Liability:

Subparagraph (a) of Paragraph (1) does not apply to "bodily injury" or to "property damage" to tangible property arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" if the actual discharge, dispersal, seepage, migration, release or escape:

- (a) begins on a clearly identifiable specific day during the policy period and ends in its entirety not later than seventy-two (72) hours thereafter;
- (b) is discovered and reported to us within fifteen (15) days of the specific day it begins;
- (c) is neither expected nor intended from the standpoint of any insured;
- (d) is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (e) does not originate at or from a storage tank or other container, duct or piping which is below the surface of the ground or water or which at any time has been buried under the surface of the ground or water and then is subsequently exposed by erosion, excavation or any other means.

Tangible property, as used in this endorsement, does not include land or water, which is below ground level or not.

Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

The Each **Claim** Limit and the Aggregate Limit of Liability shown in Item 4. of the Declarations are deleted and replaced with the following:

- A.** For any **claims** to which this policy applies arising out of an act or omission committed on or after 11/27/2006, but prior to 08/24/2018, the Each **Claim** and In the Aggregate Limit of Liability are:

Each **Claim** \$1,000,000

In the Aggregate \$1,000,000

- B.** For any **claims** to which this policy applies arising out of an act or omission committed on or after 08/24/2018, the Each **Claim** and In the Aggregate Limit of Liability are:

Each **Claim** \$2,000,000

In the Aggregate \$2,000,000

The limits of liability shown in Paragraph(s) **A.** above are part of, not in addition to, the Limits of Liability shown in Paragraph **B.** above.

Nothing in this endorsement alters the policy to apply to any act or omission occurring prior to Item 6. **Retroactive Date** stated on the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRACKING GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The General Aggregate Limit will apply separately and in the same manner as the aggregate limits in the "underlying insurance".



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of 78

65

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Condition **16. Transfer Of Rights Of Recovery Against Others To Us** under **Section VI - Conditions** :

We have the right to recover our payments from anyone liable for an injury or damage covered by this policy. To the extent that right has been waived in "underlying insurance", we will waive any right of recovery we may have against a person or organization because of payments we make under this policy. Any such waiver, however, will not be any broader than that provided by such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL AND ADVERTISING INJURY
- FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion 17. of **Section V - Exclusions** is replaced by the following:

17. Personal And Advertising Injury

"Personal and advertising injury" except to the extent "underlying insurance" provides such coverage. Coverage under this policy will be no broader than that provided by "underlying insurance".

March 14, 2025

City of Spokane
Scott Jordan, Risk Management
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Mr. Jordan,

As you know, the City of Spokane is in a unique situation. But, I think it is one Penser can handle cost effectively and with no service interruptions to the City of Spokane and all the stakeholders in the claims process.

I have thought about the pricing and how best to provide services in several different ways. Below is the proposed pricing structure I settled on. On the annual fee portion of the pricing, I used the five-year average of new claims incurred that were in the Excel spreadsheet. This gave me the anticipated number of new claims annually. The Excel spreadsheet seemed to differ quite a bit from the ICOMP data. Since there may be some unknowns with regard to the number of new claims incurred annually, we might want to put a claim threshold in the proposal. If the number of new claims is above the threshold we would charge a fee for each claim over that amount. If the number is under the threshold we would give a refund for each claim under the threshold amount. We can discuss.

Please review the proposed pricing on the following page and let me know your thoughts. We can discuss modifications and more details too. I can also provide a complete proposal of services to go with the pricing.

Sincerely,



Phil Valdens
President

PO BOX 4047, WEST RICHLAND, WA 99353

www.penserna.com

Info@penserna.com

Proposed Pricing

\$15,000 -Transition Fee (One-time fee - paid in full at the time of transition)

For the assumption and future management of all claims incurred prior to the transition date and open at the time of transfer and management of future reopened claims.

Develop service instructions through meetings with City of Spokane staff-handling of checks etc.

Learn the ICOMP system

Letters sent out to all parties of the change of claims management organization

Notify excess carrier of change to Penser

Multiple members of Penser's staff assist in initial review of claims/Claim technicians immediately work each open file:

- ***Review reserves and adjust if necessary***
- ***Develop plan of action on each file***
- ***Take steps to move all treatment and claims forward***
- ***All action taken is immediate***
- ***The above immediate action steps by our team at the "go live" help to ensure there is no delay in claim benefits or claims activity.***

Claim status reviews prepared

- ***Formal meeting with client within first month of takeover (However, immediate/constant communication with client will be established at the time of takeover)***
- ***Complete claim team to attend meeting***
- ***Review files***
- ***Reserves and plan of actions approved***

PO BOX 4047, WEST RICHLAND, WA 99353

www.penserna.com

Info@penserna.com

Proposed Pricing, cont.

\$146,100 – Annual Ongoing Claim Administration Fee

- ***Billed on a monthly basis at \$12,175 per month***

Ongoing Administration Services include:

- ***Claim management services: self-insured claims (proposal of services can be provided)***
- ***Client services***
- ***Quarterly and annual report filing assistance***
- ***E-mail access***
- ***Monthly loss reports***
- ***Annual report***

*******Additional charge of \$20,000 - One time-takeover fee for file conversion, tape transfer - To use our system and want all the historical data to be transferred to or claims management system*******

PO BOX 4047, WEST RICHLAND, WA 99353

www.penserna.com

Info@penserna.com

License Information:

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

Entity name: PENSER NORTH AMERICA, INC.

Business name: PENSER NORTH AMERICA, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-250-907

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1802 TERMINAL DR
RICHLAND WA 99354-4923

Mailing address: 700 SLEATER KINNEY RD SE
STE B 170
LACEY WA 98503

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Richland Service Business	F05			Active	Nov-30-2025	Oct-26-2011
Spokane General Business - Non-Resident				Active	Mar-31-2026	Mar-31-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
STEPHENS, PETE	

Registered Trade Names

Registered trade names	Status	First issued
PENSER NORTHAMERICA, INC.	Active	Apr-16-2009

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/1/2025 6:09:03 PM

[Contact us](#)

How are  doing?



PENSNO-01

JDELMEREDITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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

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

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Adam-MO BRG Griffith	
	PHONE (A/C, No, Ext): (509) 343-9205	FAX (A/C, No): (509) 325-1803
	E-MAIL ADDRESS: adam.griffith@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Penser North America, Inc. DBA Penser North America 700 Sleater-Kinney Rd SE Suite B #170 Lacey, WA 98503-1150	INSURER A : Ohio Security Insurance Company	24082
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Ohio Casualty Insurance Company	24074
	INSURER D : Bridgeway Insurance Company	12489
	INSURER E : At-Bay Specialty Insurance Company	19607
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS67233972	12/27/2024	12/27/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED Auto PD \$100K			52UECCG0025	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO67233972	12/27/2024	12/27/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			BZS67233972	12/27/2024	12/27/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional Liab			7GA7PL000145702	12/27/2024	12/27/2025	\$50K Ded \$2M Occ/Agg \$ 2,000,000
E	Commercial Cyber			AB660654905	12/27/2024	12/27/2025	\$2,500 Ded \$ 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



Alliant Insurance Services, Inc
818 W Riverside Avenue, Suite 800
Spokane, Washington 99201-0913

Dear Certificate Holder,

We would like to inform you of an important update to our procedures for completing ACORD forms, which is a result of the recent legal case, T-Mobile USA Inc. v. Selective Insurance Company of America.

****Effective immediately, Alliant Insurance Services Inc. will no longer include specific language in the Description of Operations field on ACORD forms. **** This change ensures compliance with the court's ruling, which emphasizes the legal significance of the information provided on these certificates.

To ensure you have the appropriate coverage, ****we strongly encourage you to review the attached policy endorsements****. These documents provide detailed information about your coverage and should be used to verify that your insurance needs are fully met.

- The Alliant Standard is to only add wording that will identify the Certificate to the Certificate Holder. (Location, Description of Equipment, Contract or Job Number, etc.)
- Any other wording may be construed as modifying the policy and we should let the attached endorsements speak for themselves.
- Even if you are not doing business in Washington State and your state is silent on this issue. Alliant Adopts the position that you may not modify the policy limits on the Certificate.
- All states forbid an agent from issuing a document that is fraudulent, a misrepresentation, or a deceptive act.
- The ACORD Form Instruction Guide says: "Enter limits corresponding to those found on the policy declarations page."

For Additional Details:

Case: T-Mobile USA Inc. v. Selective Insurance Company of America

Summary: In this case, the court ruled that an insurance company is bound by its agent's written representation in a certificate of insurance (COI) that a particular corporation was an additional insured under a given policy. This decision came despite the COI containing disclaimers stating it could not "amend, extend or alter the coverage afforded by" the policy.

The ruling emphasized that if an agent acts with apparent authority and provides a COI stating that a party is an additional insured, the insurer must honor that representation. This case has influenced how COIs are viewed in Washington state, affirming them as valid proof of coverage under certain conditions.

Source:

1. T-Mobile USA Inc. v. Selective Ins. Co. of Am. - Casetext.
<https://casetext.com/case/t-mobile-usa-inc-v-selective-ins-co-of-am-2>.

(2) T-Mobile USA, Inc. v. Selective Ins. Co. of Am. :: 2019 :: Washington
<https://law.justia.com/cases/washington/supreme-court/2019/96500-5.html>.

(3) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis <https://bing.com/search?q=Washington+state+court+case+Selective+Insurance+T-Mobile+COI>.

(4) T-Mobile USA Inc. v. Selective Insurance Company of America
- Lewis <https://lewisbrisbois.com/newsroom/articles/t-mobile-usa-inc-v-selective-insurance-company-of-america>.

We understand that this change may require an adjustment in how you manage your insurance documents. Please rest assured that our team is here to assist you with any questions or concerns you may have regarding this update.

Thank you for your attention to this matter and for your continued trust in our services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II – Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

- (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and

- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

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

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph **F.3.** is replaced by the following:
 3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
2. Paragraph **F.9.** is replaced by the following:
 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WASHINGTON - STOP GAP - EMPLOYER'S LIABILITY
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Bodily Injury By Accident	Bodily Injury By Disease	
Each Accident	Each Employee	Aggregate
\$ 2000000	\$ 2000000	\$ 2000000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section II - Liability is amended as follows:

A. Coverage - Stop Gap - Employer's Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you, and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

- (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- (b) Care and loss of services; and
- (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions Applicable To Stop Gap - Employer's Liability Coverage

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it is reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With Workers' Compensation Law

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Sections 51-60);
- (2) The Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Coverage Extension - Supplementary Payments provisions apply to **Stop Gap - Employer's Liability Coverage** as well as to **Business Liability Coverage**.

C. For the purposes of this endorsement, Paragraph **C. Who Is An Insured** is replaced by the following:

C. Who Is An Insured

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

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

- E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of the Liability And Medical Expenses General Conditions** is replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent is notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- F. For the purposes of this endorsement, Paragraph **4. of the Liability And Medical Expenses Definitions** section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

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

G. The following are added to the **Liability And Medical Expenses Definitions** section:

1. "Workers' compensation law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing nonoccupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION
(PREMISES)**

This endorsement modifies insurance provided under the following.

BUSINESSOWNERS COVERAGE FORM

1. The following exception is added to Exclusion B.1.f. Pollution in Section II - Liability:

Subparagraph (a) of Paragraph (1) does not apply to "bodily injury" or to "property damage" to tangible property arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" if the actual discharge, dispersal, seepage, migration, release or escape:

- (a)** begins on a clearly identifiable specific day during the policy period and ends in its entirety not later than seventy-two (72) hours thereafter;
- (b)** is discovered and reported to us within fifteen (15) days of the specific day it begins;
- (c)** is neither expected nor intended from the standpoint of any insured;
- (d)** is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (e)** does not originate at or from a storage tank or other container, duct or piping which is below the surface of the ground or water or which at any time has been buried under the surface of the ground or water and then is subsequently exposed by erosion, excavation or any other means.

Tangible property, as used in this endorsement, does not include land or water, which is below ground level or not.

Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

The Each **Claim** Limit and the Aggregate Limit of Liability shown in Item 4. of the Declarations are deleted and replaced with the following:

- A.** For any **claims** to which this policy applies arising out of an act or omission committed on or after 11/27/2006, but prior to 08/24/2018, the Each **Claim** and In the Aggregate Limit of Liability are:

Each **Claim** \$1,000,000

In the Aggregate \$1,000,000

- B.** For any **claims** to which this policy applies arising out of an act or omission committed on or after 08/24/2018, the Each **Claim** and In the Aggregate Limit of Liability are:

Each **Claim** \$2,000,000

In the Aggregate \$2,000,000

The limits of liability shown in Paragraph(s) **A.** above are part of, not in addition to, the Limits of Liability shown in Paragraph **B.** above.

Nothing in this endorsement alters the policy to apply to any act or omission occurring prior to Item 6. **Retroactive Date** stated on the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

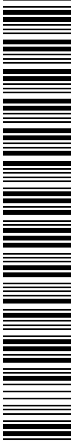
TRACKING GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The General Aggregate Limit will apply separately and in the same manner as the aggregate limits in the "underlying insurance".



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Condition **16. Transfer Of Rights Of Recovery Against Others To Us** under **Section VI - Conditions** :

We have the right to recover our payments from anyone liable for an injury or damage covered by this policy. To the extent that right has been waived in "underlying insurance", we will waive any right of recovery we may have against a person or organization because of payments we make under this policy. Any such waiver, however, will not be any broader than that provided by such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL AND ADVERTISING INJURY
- FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion 17. of **Section V - Exclusions** is replaced by the following:

17. Personal And Advertising Injury

"Personal and advertising injury" except to the extent "underlying insurance" provides such coverage. Coverage under this policy will be no broader than that provided by "underlying insurance".



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **THIRD PARTY ADMINISTRATIVE SERVICES
FOR WORKERS COMPENSATION**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PENSER NORTH AMERICA, INC.**, whose address is 700 Sleater-Kinney Road, SE, Suite B #170, Lacey, Washington 98503, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Third Party Administrative Services for Workers Compensation, in accordance with Company's March 14, 2025 Pricing Proposal and their Service Contract, attached as Exhibit B. In the event of a conflict between Company's Service Contract and this City Contract, the terms of this contract will control. The Company was selected through an Emergency Resolution, a copy of which is attached hereto.

2. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2025, and shall run through April 30, 2026, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed three (3) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total compensation for Company's as-needed services under this Agreement shall not exceed **ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00)**, plus applicable sales tax, pursuant to the Cost Proposal in Exhibit B, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Risk Management Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Agency's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Agency's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

10. 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.

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as

otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PENSER NORTH AMERICA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company's March 14, 2025 Pricing Proposal and Service Contract

Exhibit C – Emergency Resolution

EXHIBIT A

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

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

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

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

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

EXHIBIT B

EXHIBIT C



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/02/2025

Committee Agenda type: Discussion

Date Rec'd

5/27/2025

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 06/30/2025

Submitting Dept

POLICE

Bid #

Contact Name/Phone

STEVE WOHL 4056

Requisition #

Contact E-Mail

SJWOHL@SPOKANEPOLICE.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

1560 – SBO FOR EXPLOSIVE DETECTION K9

Agenda Wording

Special Budget Ordinance to allow the purchase and associated training of an explosive detection K9 for the Spokane Police Department.

Summary (Background)

Explosive detection canine capability is a critical and currently unmet need for the City of Spokane and its regional law enforcement partners. At present, Spokane Police Department (SPD) lacks access to an explosive detection K-9 on the east side of the state. The nearest resources-located at Hanford and Fairchild Air Force Base-require federal mutual aid requests, which are often delayed and unreliable in urgent scenarios. Acquiring an explosive detection canine will provide SPD with an immediate, self-contained resource to secure large-scale public events, high-traffic venues, and potential threat situations. Unlike traditional sweeps conducted by our Explosive Disposal Unit, Air Support Unit, patrol officers, or alert citizens, this capability does not depend on visual cues or technology that can be hindered by obstructions, lighting, or crowd density. Explosive detection dogs offer unique advantages over all other detection methods. Their unmatched olfactory sensitivity allows them to detect even trace amounts of explosive materials regardless of concealment, lighting, or environmental interference, including ballistic evidence at shooting scenes. They are agile, mobile, and capable of operating in complex, cluttered environments where mechanical tools may fall short. Moreover, the visible deployment of a detection canine serves as a strong deterrent to potential threats and a reassuring presence to the public. In today's climate of evolving security risks and increasing mass gathering events, an explosive ordinance detection canine is not only a strategic investment but a force multiplier that significantly enhances SPD's ability to prevent, detect, and respond to explosive threats swiftly and effectively.

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? NO			
Total Cost		\$ 42,654	
Current Year Cost		\$ 42,654	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Federal Seizure/Forfeiture reserve funds			
Amount		Budget Account	
Expense	\$ 20,000	#	1560-17100-21400-54902-68084
Expense	\$ 5,360	#	1560-17100-21400-54401-68084
Expense	\$ 9,000	#	1560-17100-94210-56416-68084
Expense	\$ 4,294	#	1560-17100-21250-53502-68084
Expense	\$ 4,000	#	1560-17100-21250-54101-68084
Select	\$	#	
Funding Source One-Time			
Funding Source Type Reserves			
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>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		SPDFinance@spokanecity.org	
Dave Singley dsingley@spokanepolice.org		Tracie Meidl tmeidl@spokanepolice.org	
Kevin Hall khall@spokanepolice.org			

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PURCHASE EQUIPMENT AND TRAINING FOR AN EXPLOSIVE DETECTION K-9.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Forfeitures and Contributions Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Increase appropriation by \$42,654.
 - A) Of the increased appropriation, \$20,000 is provided solely for registration & schooling.
 - B) Of the increased appropriation, \$5,360 is provided solely for travel expenses.
 - C) Of the increased appropriation, \$8,294 is provided solely for equipment and services.
 - D) Of the increased appropriation, \$9,000 is provided solely for interfund capital commissioning.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase equipment and training for an explosive detection K-9 and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/28/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/30/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MAGGIE YATES 6753

Requisition #**Contact E-Mail**

MYATES@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON

BWILKERSON

ZZAPPONE

Sponsoring at Administrators Request

NO

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

1555 - SBO OPIOID RESPONSE ALLOCATION

Agenda Wording

Appropriation adjustments to the Biennial Budget of the City of Spokane Ordinance No. C36626 for Opioid Response allocation.

Summary (Background)

The opioid crisis continues to acutely impact the City of Spokane and the broader region. Since 2019, the number of annual opioid drug overdoses have doubled in the State and Spokane County's opioid deaths are higher than the State's average. In 2024, 346 individuals died of opioid-related overdose deaths; fentanyl accounting for roughly two thirds of those deaths. The City of Spokane has opioid settlement dollars currently available, and after an in depth mapping process has identified gaps and solutions to mitigate the opioid crisis. In order to save lives and reduce the human and fiscal cost of addiction and overdose, the City should not wait for the mid-biennium to allocate the funds.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 730,000	
Current Year Cost		\$ 730,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 730,000	#	1555-19100-19910-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
For the foreseeable future as settlement dollars are collected.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
		myates@spokanecity.org	
kthomas@spokanecity.org			

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ALLOCATE ANOTHER ROUND OF OPIOID SETTLEMENT FUNDING, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Opioid Response Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Increase appropriation by \$730,000.
- A) Of the increased appropriation, \$730,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from allocating another round of opioid settlement funding, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/27/2025

Clerk's File #**Cross Ref #**

OPR 2025-0432

Project #**Council Meeting Date:** 06/30/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

STEVE WOHL 4056

Requisition #**Contact E-Mail**

SJWOHL@SPOKANEPOLICE.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

1620 - SBO FOR YWCA FIREARMS RECOVERY GRANT

Agenda Wording

Special Budget Ordinance in recognition of subaward from the YWCA as part of the Domestic Violence Order Service and Firearms Recovery Unit grant.

Summary (Background)

Spokane Police was recently awarded \$384,785 as a subawardee of Dept. of Justice grant funds under the Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program. This budget ordinance recognize the appropriate revenues and expenditures associated with that award.

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? NO			
Total Cost		\$ 384,785	
Current Year Cost		\$ 384,785	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Indirect grant funding from the Dept. of Justice.			
Amount		Budget Account	
Revenue	\$ 384,785	#	1620-91838-99999-33316-99999
Expense	\$ 343,785	#	1620-91838-21250-51215-99999
Expense	\$ 41,000	#	1620-91838-21800-53201-99999
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>	WOHL, STEVEN J.	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	SCHMITT, KEVIN	<u>ACCOUNTING -</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>			
Distribution List			
		SPDFinance@spokanecity.org	
Dave Singley dsingley@spokanepolice.org		Tracie Meidl tmeidl@spokanepolice.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT GRANT FUNDING FROM THE YWCA FOR DOMESTIC VIOLENCE PROTECTION AND PREVENTION.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety and Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Increase revenue by \$384,785.
 - A) Of the increased revenue, \$384,785 is provided solely from the U.S. Department of Justice to the YWCA, sub-awarded to the City of Spokane.
- 2) Increase appropriation by \$384,785.
 - A) Of the increased appropriation, \$343,785 is provided solely for Spokane Police Department overtime.
 - B) Of the increased appropriation, \$41,000 is provided solely for operating supplies.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from grant funding sub-awarded by the YWCA for domestic violence protection and prevention services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 05/29/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2025

Clerk's File #

CPR 2025-0033

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

GIACOBBE X6715

Requisition #**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

BWILKERSON KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

LETTER OF SUPPORT FOR AMERICAN INDIAN COMMUNITY CENTER PROJECT

Agenda Wording

The undersigned members of the Spokane City Council are pleased to express our support for the siting of a new permanent home for the American Indian Community Center (AICC) on the land secured in Highbridge Park near the confluence of Latah Creek and the Spokane River.

Summary (Background)

This letter is being put forth by the sponsors at a legislative session so that all council members have an opportunity to sign on.

What impacts would the proposal have on historically excluded communities?

This letter supports the tribal community in Spokane.

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?

This letter of support for a community organization's project will not require data collection from the City.

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

This letter of support for a community organization's project will not require data collection from the City.

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 letter of support aligns with the City's adopted a Land Acknowledgment recognizing the Spokane Tribe of Indians as the ancestral stewards of the Spokane Falls and surrounding land.

Council Subcommittee Review

Subcommittee review not required.

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			

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2025

Clerk's File #

CPR 2025-0033

Cross Ref #**Project #****Council Meeting Date:** 06/02/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

GIACOBBE X6715

Requisition #**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

BWILKERSON KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

LETTER OF SUPPORT FOR AMERICAN INDIAN COMMUNITY CENTER PROJECT

Agenda Wording

The undersigned members of the Spokane City Council are pleased to express our support for the siting of a new permanent home for the American Indian Community Center (AICC) on the land secured in Highbridge Park near the confluence of Latah Creek and the Spokane River.

Summary (Background)

This letter is being put forth by the sponsors at a legislative session so that all council members have an opportunity to sign on.

What impacts would the proposal have on historically excluded communities?

This letter supports the tribal community in Spokane.

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?

This letter of support for a community organization's project will not require data collection from the City.

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

This letter of support for a community organization's project will not require data collection from the City.

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 letter of support aligns with the City's adopted a Land Acknowledgment recognizing the Spokane Tribe of Indians as the ancestral stewards of the Spokane Falls and surrounding land.

Council Subcommittee Review

Subcommittee review not required.

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			



Spokane City Council

808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

June 2, 2025

Linda Lauch
Executive Director
American Indian Community Center
1025 W. Indiana Avenue
Spokane, WA 99205

Dear Ms. Lauch,

The undersigned members of the Spokane City Council are pleased to express our support for the siting of a new permanent home for the American Indian Community Center (AICC) on the land secured in Highbridge Park near the confluence of Latah Creek and the Spokane River.

Recognizing that the AICC has received \$1,000,000 from the State and another approximately half million in donations and grants from our community, we wish to lend our voices of support for this project.

This project is based on the extremely critical need to create and establish a permanent community center for the 10,000+ Native American's living in Spokane County, representing more than 300 tribes. It is critical that the AICC have a permanent home to continue providing a wide variety of social services including food distribution, employment and training opportunities, rental assistance, child welfare services, alcohol and drug assessments and mental health programs.

Unfortunately, since its establishment, the center has had to relocate eleven (11) times -- disrupting their ability to provide consistent quality programs and services. This constant displacement has hindered their ability to serve as a cultural home and ensure every person feels like they belong in our community.

In 2021, The Spokane City Council unanimously adopted a Land Acknowledgment recognizing the Spokane Tribe of Indians as the ancestral stewards of the Spokane Falls and surrounding land. We are happy to express our full support for the construction and establishment of a permanent American Indian Community Center.

Sincerely,

Betsy Wilkerson, City Council President

Paul Dillon, City Council Member, Dist. 2

Michael Cathcart, City Council Member, Dist. 1

Jonathan Bingle, City Council Member, Dist. 1

Lili Navarrete, City Council Member, Dist. 2

Zack Zappone, City Council Member, Dist. 3

Kitty Klitzke, City Council Member, Dist. 3



CITY OF SPOKANE
CONTRACT RENEWAL
**Title: PORTABLE TOILET AND WASH
STATION RENTAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN ONSITE SERVICES, LLC**, whose address is 3808 North Sullivan Road, Spokane Valley, Washington 99216, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide portable toilet and wash station rental, cleaning, delivery, and pick-up services; and

WHEREAS, the original Contract provided for renewals by mutual agreement of the Parties.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 3, 2022 and May 4, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal shall become effective on July 1, 2025, and end on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

AMERICAN ONSITE SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate Regarding Debarment

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

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** AMERICAN ON SITE SERVICES, LLC**Business name:** AMERICAN ON SITE SERVICES, LLC**Entity type:** Limited Liability Company**UBI #:** 604-127-713**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 3808 N SULLIVAN RD
BLDG 107
SPOKANE VALLEY WA 99216**Mailing address:** 3808 N SULLIVAN RD
BLDG 107
SPOKANE VALLEY WA 99216

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	May-31-2026	Jun-16-2017
Spokane General Business - Non-Resident				Active	May-31-2026	Jun-16-2017
Spokane Valley General Business				Active	May-31-2026	Jun-29-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CONDON, THEODORE	
GILLINGHAM JR, JOHN	
RUDEEN INDUSTRIAL	

The Business Looku information is updated nightly. Search date and time:

5/21/2025 4:55:41 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





AMERONS-01

KGIRIDHARRAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A0192877	4/22/2025	4/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0192877	4/22/2025	4/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			A0192877	4/22/2025	4/22/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 12 Additional Insured Types**
 - A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
 - B. Lessor of Leased Equipment
 - C. Owners or Other Interests From Whom Land Has Been Leased
 - D. Manager or Lessor of Premise
 - E. Mortgagee, Assignee, or Receiver
 - F. Controlling Interest
 - G. Co-owner Of Insured Premises
 - H. Executors, Administrators, Trustees Or Beneficiaries
 - I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - J. Any Person Or Organization You Are Performing Work For
 - K. Vendors
 - L. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1) A person or organization with respect to liability for:
 - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b. "Personal and advertising injury"; caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

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

C. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

K. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- L. Grantor of Franchise**
- Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
- However:
- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

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

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

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

any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

May 1, 2025

WA UBI No.	604 127 713
L&I Account ID	972,722-01
Legal Business Name	AMERICAN ON SITE SERVICES LLC
Doing Business As	AMERICAN ON SITE SERVICES LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods,**

cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **RISK MANAGEMENT INSURANCE
BROKERAGE SERVICES**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC**, whose address is 2850 Golf Road, Rolling Meadows, Illinois 60008, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Insurance Brokerage Services, in accordance with RFP 6325-25, and Company's March 3, 2025 Response to RFP, attached as Exhibit B, the City's Terms and Conditions, attached as Exhibit C; and Company's Client Service Agreement, attached as Exhibit D. In the event of a conflict between Company's Service Contract and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on June 16, 2025, and shall run through June 15, 2028, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, plus applicable sales tax, for the first year of the contract term. Thereafter, total annual compensation per year shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000)**, plus an additional annual increase of 3% per year, plus applicable sales tax. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The following additional compensation terms apply:

- A. In addition to the compensation set forth above, the Company may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by the Company's

corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to City.

Any compensation that Company receives from insurance carriers may differ depending on the market and the insurance product placed on City's behalf. Company may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Company.

- B. Company's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). City shall inform the Company in the event that City's business operations change substantially, including the applicable risks insured. Under such circumstances, City and the Company will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Company hereunder.
- C. Where applicable, insurance coverage placements and other services provided by the Company may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various departments of revenue, regulators, boards or associations. In such cases, City is responsible for the payment of such taxes and/or fees, which the Company will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to the Company hereunder.

The Company shall submit its applications for payment to City of Spokane Risk Management Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

Company's liability to City, arising from any negligent acts or omissions of the Company, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the Aggregate. Without limiting the foregoing, the Company shall only be liable for actual damages incurred by City, and shall not be liable for any indirect, consequential or punitive damages.

8. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Agency's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Agency's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

10. 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.

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the

Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, LLC**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company’s March 3, 2025 Response to RFP
Exhibit C - City’s Terms and Conditions
Exhibit D - Company’s Client Service Agreement

EXHIBIT A

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

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

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

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

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

EXHIBIT B

EXHIBIT C

EXHIBIT D

ATTACHMENT 1

REQUEST FOR PROPOSALS #6325-25 - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

7. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. NONDISCRIMINATION

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

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

15. ANTI-KICKBACK

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

16. DISPUTES

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

17. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond

such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all third party claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of

the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$2,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3)(2) years after the contract is completed.

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



Insurance | Risk Management | Consulting

MARCH 03, 2025

City of Spokane

RESPONSE TO REQUEST FOR RISK
MANAGEMENT INSURANCE BROKERAGE
SERVICES

RFP NUMBER: 6325-25



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Executive Summary

Arthur J. Gallagher Risk Management Services, LLC (“Gallagher”) is honored to be responding to the City of Spokane’s Request for Proposal Risk Management Insurance Brokerage Services. We are excited for the opportunity to impart our unique experience, knowledge and market relationships with the City.

Gallagher has over 95 years of experience designing cost-effective risk management programs for our public sector clients, which includes cities and their extensive operations needs and goals. We provide expert advice and present options that can improve your risk profile and total cost of risk by utilizing proprietary tools and our industry skill.

Gallagher is a vital part of the Spokane community with our sponsorship of the Spokane Velocity FC and Spokane Zephyr FC soccer teams. We have maintained a brick-and-mortar location in the city for the past 12 years.

As we read through your RFP, the scope of services outlined is what we do, day in and day out for our public sector clients. We are eager to present our response where we highlight how Gallagher employs innovation to effectively manage your Total Cost of Risk. As your insurance partner, Gallagher will consistently deliver:

A Thorough Approach - In today’s fast-paced environment, the need for strategic risk management advice has never been more important. Gallagher’s innovative and unique CORE360® 6-stage risk management model provides a strong framework to better manage and respond to the many opportunities and challenges that confront our cities today and in the future.

Loyal Teamwork - The individuals on your team will be your contacts for any and all queries. We do not use centralized brokerage or service centers or transfer client service from your designated team. You will have direct access to our expertise and the individuals intimately knowledgeable with your account. It is this legacy that fuels our success by marshalling our vast experience and resources for the many clients we serve. Gallagher can provide both insight and perspective that is unmatched throughout the industry.

Dedication and Expertise - We understand you are up against many challenges — budget issues versus risk exposure, current and new coverage requirements and liability concerns to name a few. With over 40 years of public sector experience, our specialists have in-depth knowledge of the specific risk management needs and requirements that the City of Spokane faces. Your dedicated team will work to tailor comprehensive risk management solutions to help minimize your unique risk exposures, optimize performance, control costs and losses and improve value.

We understand that cities are bound by the public’s trust — a trust that can be jeopardized by unexpected risk. Gallagher provides complete transparency into every aspect of the work we do for our clients. The relationships we establish with our clients has never been reliant on just insurance. It has always been about adding value and supporting the success of our clients on a day-to-day basis.

Again, Gallagher would like to thank you for this opportunity to work with the City of Spokane and we would be honored to help shape the future as your trusted insurance brokerage team.

Thank you,



Hannah Adams, Area President
Gallagher – Washington State



2.2 SCOPE OF SERVICES

Gallagher's Response to the Proposed Scope of Services

Gallagher has carefully reviewed the proposed scope of services and is pleased to confidently respond to this RFP with detailed information on how we comply with and exceed these requirements for the City of Spokane. We are fully prepared to review and develop alternative risk financing options for comparison against the current insurance program design. Should any alternative options be selected, Gallagher is ready to serve as the Broker of Record or the appropriate professional for insurance placements.

We recognize that the range and extent of services may be subject to negotiation and will evolve with the City's changing needs. In response, Gallagher is committed to providing the professional services and dedicated personnel necessary to support the City in achieving its risk management objectives. Our response outlines our comprehensive capabilities, industry expertise, and tailored approach to delivering innovative and effective insurance solutions.

We appreciate the opportunity to participate in this process and look forward to demonstrating our ability to serve as a trusted and strategic partner to the City.

Scope of Services Required by the City	Gallagher Response
<ul style="list-style-type: none">• Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.	Yes
<ul style="list-style-type: none">• Develop a complete understanding of the City's areas of exposure and consult with the City about short and long term solutions.	Yes
<ul style="list-style-type: none">• Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.	Yes
<ul style="list-style-type: none">• Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. This analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction.	Yes
<ul style="list-style-type: none">• Plan and conduct pre-renewal and renewal meetings which are required and will be in-person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.	Yes
<ul style="list-style-type: none">• Identify programs, products, and insurers capable of meeting the City's insurance and risk transfer needs and prepare bid specifications for markets capable of quoting on City risks.	Yes
<ul style="list-style-type: none">• When authorized by the City, approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.	Yes
<ul style="list-style-type: none">• Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.	Yes
<ul style="list-style-type: none">• Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.	Yes
<ul style="list-style-type: none">• Provide verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services.	Yes
<ul style="list-style-type: none">• Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.	Yes
<ul style="list-style-type: none">• Provide consultation services for City as to risk related issues in contractual arrangements which can include review of the contract for risk related issues and recommend policies and limits to ensure an adequate transfer of risk to the contractor.	Yes
<ul style="list-style-type: none">• Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.	Yes
<ul style="list-style-type: none">• Provide options for special event insurance coverage for organizations and persons performing temporary business within the auspices of the City.	Yes
<ul style="list-style-type: none">• Provide support in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.	Yes
<ul style="list-style-type: none">• Provide catastrophic claims management consultation, evaluation, and service.	Yes
<ul style="list-style-type: none">• Supply or make available risk management services including basic property valuations, loss control consulting and inspection services.	Yes

3.2 LETTER OF SUBMITTAL



March 3, 2025

To: Connie Wahl
City of Spokane Purchasing Department
915 N. Nelson St. Spokane, Washington 99202 (509) 625-6400

Subject: Letter of Submittal for Risk Management Insurance Brokerage Services (RFP Number: 6325-25)

Dear City of Spokane Purchasing Department,

Arthur J. Gallagher Risk Management Services LLC ("Gallagher") is pleased to submit our proposal in response to Risk Management Insurance Brokerage Services (RFP Number: 6325-25). Below, we provide the requested information per the submission requirements:

A. Legal Entity Information

Name of Firm: Arthur J. Gallagher Risk Management Services LLC.
Principal Place of Business: 2850 Golf Road, Rolling Meadows, IL 60008

Servicing Office: 10900 NE 8th St #750 Bellevue WA 98004
For the purpose of this proposal, our primary point of contact will be:
Julie McCallum, ARM, AIC, Area Vice President, (WA License No. LIC207264)
D: 425.586.1040 | M: 206.595.1124 | E: Julie_McCallum@ajg.com | W: www.ajg.com

B. Legal Status and Operating Facility

Arthur J. Gallagher & Co. is a publicly traded corporation (NYSE: AJG) operating as a global insurance brokerage, risk management, and consulting firm. We will provide the requested services from our Bellevue, WA office, which serves as a key operational hub for our team handling insurance brokerage and risk management services.

C. Identification of Current or Former Agency Employees

To the best of our knowledge, Gallagher does not currently employ any individuals who have worked for City of Spokane or any participating agencies within the past twelve (12) months, nor do we have any such individuals on our governing board. If any such employment relationships are identified during the review process, we will promptly disclose them.

D. Confirmation of Minimum Qualifications

Gallagher confirms that we meet and exceed all the minimum qualifications outlined in Paragraph 1.3 "Minimum Qualifications." As a leading global insurance brokerage and risk management firm, we bring extensive experience serving public and private sector clients, providing comprehensive insurance solutions, risk consulting, and claims advocacy.

E. Acknowledgement of RFP Terms & Conditions

Gallagher acknowledges and agrees to comply with all terms and conditions set forth in the Request for Proposals, except where otherwise negotiated and agreed upon by the participating Agencies. We remain committed to delivering high-quality insurance brokerage and risk management services that align with your objectives.

We appreciate the opportunity to participate in this RFP process and look forward to the possibility of working with City of Spokane. Please feel free to contact us should you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hannah Adams'.

Hannah Adams
Area President – Washington State -Arthur J. Gallagher Risk Management Services, LLC.
10900 NE 8th St #750 | Bellevue, WA 98004 - 772.214.4228 | Hannah_Adams@ajg.com

3.3 TECHNICAL PROPOSAL

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

Gallagher's Public Sector Practice team is excited to get to work for the City of Spokane. We have the experience and expertise to quantify the value of your current insurance program as well as immediately bring risk financing options to the table.

Gallagher's philosophy on Risk Management is centered on understanding our client's risk profile and appetite and developing a plan for risk improvement. Working in partnership with our clients so we both understand the nature of risks from operational, financial, strategic, geographic footprint, industry specific issues and exposures. Every client has their own risk philosophy and risk appetite, and it is our job to support and enhance their initiatives.

By working with our clients to improve their risk profile, we can provide insurance coverage that addresses current and potential risks, we eliminate wonder (Will my policies respond in the event of a claim? Did we get the best pricing, terms and conditions?), we expand the pool of insurance companies interested in writing our client's program, which generates the best renewal results that strengthen our client's bottom line.

Improving City of Spokane's Risk Profile

Gallagher's Public Sector Practice is a leading global broker and consultant team that engages a continuum of specialists from all divisions and regions of Gallagher's vast network — from risk control to brokerage to HR and risk consulting and claims/program administration.

The Risk Profile, along with our other proprietary programs, help you reduce risks, manage exposures, lift your employees, advocate on claims, and mobilize technology to maximize program efforts. Our goal is to align with your mission and values as we dive deep into the components that make up your risk profile while providing feedback and improvement strategies.

WHAT IS A PUBLIC SECTOR ORGANIZATION'S RISK PROFILE?

An organization's risk profile encompasses various factors, including the nature of risks faced, risk philosophy and risk appetite, historical loss experience, and the actions taken to quantify, eliminate, transfer, and mitigate risks.

Operational risks	Financial risks	Strategic risks	Geographic footprint	Industry-specific issues
Identify and assess risks related to day-to-day operations, such as staffing challenges and regulatory compliance.	Evaluate financial vulnerabilities, including revenue fluctuations, rising costs, and potential liabilities.	Analyze risks associated with long-term planning and market changes.	Consider risks specific to the geographic location of the organization, such as natural disasters, local regulations, and community dynamics.	Recognize risks unique to the public sector, such as changing demographics, evolving regulations, and reputational risks.

BENEFITS OF IMPROVING YOUR RISK PROFILE

Insurance Coverages	Eliminating Wonder:	Expanded Pool of Insurance Companies:	Best Renewal Results:
Secure insurance coverages that address current and potential risks, providing financial protection and peace of mind.	Eliminates uncertainty by identifying and addressing potential risks, allowing for better planning and decision-making.	Makes your organization more attractive to insurance companies, expanding coverage options and potentially leading to more competitive pricing.	Generates the best renewal results, as insurance carriers value organizations that minimize risk and are more likely to offer favorable terms and conditions.

In this challenging marketplace, telling the best story and understanding your risk is imperative when bringing an account to market. We have designed a step-by-step process to improve your specific risk profile by each line of coverage.

PROPERTY

As we see wildfires, hurricanes and tornados impact the global property market, data is critical when deciding limits and receiving favorable terms. With our Risk Profile process, we will work with the City to complete a review of your Statement of Values to verify the information is accurate and thorough. We will engage with Archipelago, our property risk data platform which harnesses clean, enriched data with automated preparation on a centralized platform, visualizes your portfolio to highlight your data-driven story for the market and elevate your submission to the top of the pile (the pile of submissions in each property underwriters in box) and allows you to make better decisions with a clearer understanding of your risk exposure across your entire portfolio.

Gallagher offers real-time alerts to help plan, monitor, and respond to catastrophic events through **Gallagher Forecast**.

GALLAGHER FORECAST

Gallagher Forecast is an online software platform for managing property risk, delivering catastrophe risk analytics and insights in real-time that help plan, monitor and respond to catastrophic events. Ultimately, Gallagher Forecast transforms client data into actionable risk intelligence that:

- Identifies how a client's natural catastrophe exposure may impact insurance premiums and coverage
- Determines the optimal program structure to secure capacity with the most efficient premium
- Helps clients mitigate potential losses through real-time alerts, which deliver automated impact reports showing assets at risk and loss estimates, allowing for instant communication to stakeholders
- Draws from over 30,000 historical and what-if event simulations and runs them against client portfolios in minutes
- Determines technical price for program layers before we visit the underwriter



Catastrophe Exposure Profile

This snapshot provides an overview of the breakdown of insured values located within each hazard zone for a given catastrophic event type.

Detailed analysis of most impactful catastrophe exposures

The image above is part of the profile report that Gallagher Forecast can create. It shows the top five locations that would have damage based on the last 65 years of tornado occurrences by the NOAA. Gallagher Forecast's allows for real time event feeds with global coverage of major perils including — windstorm, earthquake, flood, tornado, hail, wildfire and landslide. Automated event notifications provide the estimated impact on your portfolio within minutes of an event and are fully integrated within Gallagher Forecast. This allows you to run what-if scenarios on active events and conduct post-event deep dives, including near misses. These alerts enable you to better facilitate disaster preparedness and response, business continuity, and supply chain resiliency.

CASUALTY

As a result of adverse claim trends, social inflation, and “nuclear verdicts”, insurers are closely monitoring attachment points, capacity and coverage enhancements. These factors impact how carriers are responding on renewals: non-renewals, rate pressures, reduced capacity, shifting from risk transfer, coverage restrictions, and increased underwriting discipline.

Gallagher is equipped to address the City of Spokane's casualty program. Below is our approach to your casualty program, showcasing our innovative strategy to develop alternative methods to market and to finance your risk management program.

Completing Loss Analysis	Analyzing Appropriate Retention Levels	Benchmark	Marketing
<ul style="list-style-type: none">• Review large losses• Severity / frequency trends• Loss stratifications• Loss forecasts• Excess loss simulations	<ul style="list-style-type: none">• Carriers fund for expected losses / carriers work up pricing for potential capacity utilization• Seek options to triage competitive structures	<ul style="list-style-type: none">• Total Limits based on peers• Total limits based on current litigation• Best benchmark is seeking competition	<ul style="list-style-type: none">• Submission should illustrate “Clients” story around operations, details about risk, losses, lessons learned, exposures, safety and risk control, information to understand products and manufacturing process.• Underwriting meetings in person and tour of meaningful locations.

RISKMAP ASSESSMENT

RiskMap is customized visual survey that helps senior leaders quantitatively identify the major risk factors within the organization and facilitate potential solutions.

How It Helps

01

Aggregates an organization’s strategic necessities in a concise, easily understood manner

02

Provides Executive Leadership with an opportunity to engage their Boards and Senior Managers

03

Provides access to a tool utilized by Fortune 500 organizations that offers sought after best-practices with minimal commitment of resources from your team

Step 1: Strategy Meeting

Gallagher CORE360 RISKMAP Strategic Risk Assessment		
Risk Category	Risk Name	Risk Description
Governance	Board Performance	Failure of board to perform its oversight responsibilities of corporate management
	Decentralization	Inproper balance of corporate oversight and decentralized management
	Measurement & Monitoring	Failure to timely measure progress against strategic goals
	Operational Planning	Failure to translate strategic goals into operational objectives and operating plans
	Succession	Lack of planning to manage the succession of key corporate and operational positions (e.g., CEO, Founder, CFO, HR)
	Shareholders' Rights	Lack of transparency and/or miscommunication with shareholders
	Financial Health	Misleading reporting of financials
	Tone at the Top	Senior leadership failure to adequately convey the importance of ethical business practices
	Culture	Lack of planning and attention to fully develop and protect the organization's unique culture
	Violations Liability	Organization is found negligent for its employees' actions
Product/Service	Intellectual Capital	Lack of documentation related to intellectual property
	Product Development	Failure to timely enhance existing products or develop new products as needed to meet market demands
	Competition	Failure to respond to competitive threats or operating in markets defined by significant competitors
	Materials Management	Failure to put in place controls to store or transport raw materials, unfinished products, or finished products safely
	Supply Chain	Disruption in the supply of products or dependent services affecting the timely delivery of services to customers
	Customer Life Cycle	Discontinuance of a customer's end-product line reducing or eliminating demand for our products
	Labeling	Failure to properly label under National or State Regulations
	Marketing	Reduction in our ability to adequately market and promote our products to potential customers
	Regulatory Changes	Risk of regulatory agencies changing standards in our industry or the industries of our customers
	Consumer Fraud	Inadequate controls to prevent fraud against customers



Step 2: Customize Survey

Customize the niche-focused Risk Register, and tailor it for your organization; then confirm questions and participants

Financial

Risk Name	Risk Description	Risk Likelihood
Capital Availability	Unavailability of affordable capital to fund operations and future expansion	<div>*</div> <div></div>
Cost Management	Inability to manage the costs associated with the organization's operations: delivering care, compensating employees, maintaining facilities (including leases), providing supplies, etc.	<div>*</div> <div></div>
Financial Compliance	Failure to maintain sufficient internal controls to ensure accurate financial records, prevent theft / loss, provide required reporting, and comply with applicable accounting and operational requirements	<div>*</div> <div></div>
Payer Mix / Reimbursement	Shift in the payer mix toward lower reimbursement providers (i.e., government) or a reduction in government or grant funding allocated to support programs or operations	<div>*</div> <div></div>

Governance

Risk Name	Risk Description	Risk Likelihood
Board Performance	Failure of board to perform its oversight responsibilities of organization management	<div>*</div> <div></div>
Culture	Lack of planning and attention to fully develop and protect the organization's unique culture	<div>*</div> <div></div>
Measurement & Monitoring	Failure to timely measure progress against strategic goals	<div>*</div> <div></div>
Operational Planning	Failure to translate strategic goals into operational objectives and operating plans	<div>*</div> <div></div>

Step 3: Survey Responses

An e-mail with a link to the survey is sent to participants asking them to rate the severity and frequency of different risks

CORE360™ RISKMAP		1 = Inactive 2 = Partially Inactive 3 = Inactive 4 = Unavailable			
Risk Level/Score	3 - Active/Concern Remains current at least annually				
	4 - Early Likely to occur in next 3 years		Operational Planning-P Succession-P Credit & Collections-P	Errors & Omissions-P Organizational Change-P Regulator Staffing Levels-U	Recruitment & Retention-U Support Staff / Staffing Levels-U
	3 - Possible May occur every 10 years	Technology Accessibility-P	Mergers & Acquisitions-P Contract Renewal-P Healthcare reform-U IT Availability-P Technology Technology Security-U Insurance-U	WPA privacy and security-P Development & Performance-P Customer Feedback-U IT Security-U Waste Reduction-P	Discontinuation-P Social Media-P Contract / Vendor Management-U New Employee Recruitment-U
	2 - Likely Occurring in foreseeable future	Employment Practices Liability-P Business Continuity-P Billing Compliance-P Compliance & Regulatory Change-P Health & Safety-P Physical Security-P Information & Data-P Labor Relations-P Facilities Maintenance-P Licensing-U	Employment Practices Liability-P Regulatory Change-P Drug Overdose-P Regulatory Change-P Facility Accessibility-P Cybersecurity-P Communications-P Labor Relations-P Facilities Maintenance-P Workforce Turnover-P	Mergers & Acquisitions-P Business Continuity-P Governance, compliance, and oversight-P Confidentiality / Privacy-P Records Management-P Insurance-P Business Continuity-P Health & Safety-P Workforce Turnover-P Natural Disasters-P Disaster Preparedness-P	Internal Controls-P Intelligence-P
1 - Rare Has occurred in other organizations, but is rare	1 - Significant No reasonable impact on the organization	2 - Minor Impact on the organization may last only for weeks	3 - Moderate Impact on the organization may last for months	4 - Significant Impact on the organization may last for months	5 - Critical Impact on the organization may last for years
ORGANIZATIONAL IMPACT					

Step 4: Present Results

Errors & Omissions-U
Recruitment & Retention-U
Support Staff / Staffing Levels-U

Succession planning-P
Service Quality-U
Key Employee Retention-U

Social Media-P
Contract / Vendor Management-U

An aggregated report is generated from the survey results and analyzed, then presented to clients with potential solutions

LEVERAGING TRADITIONAL ACTUARIAL

Projected loss expectancy at different deductible / SIR levels, pure loss rate comparisons, collateral analysis, frequency / severity analysis, hits in layers (trended and un-trended)

The City’s current program model has high self-insured retentions in place. As you are aware, your liability loss history reflects two losses over \$1M with an open Police Liability claim over \$2M. This claim falls into Safety National’s primary \$5M. The City currently purchases an excess \$5M. What we recommend is a loss development and actuarial study to analyze whether the \$1.5M SIR is appropriate for your working layer. The claim frequency for both Police Liability and General Liability/Bodily Injury is steadily increasing which without a focus to reduce claims will continue. What our Public Sector practice is seeing with claims is a significant increase in the costs due to social inflation and third party litigation funding. In the State of Washington, we are even more challenged without any tort caps, joint and several liability and compassionate juries, even in Spokane. This is where risk management needs to step up to focus on claim prevention.

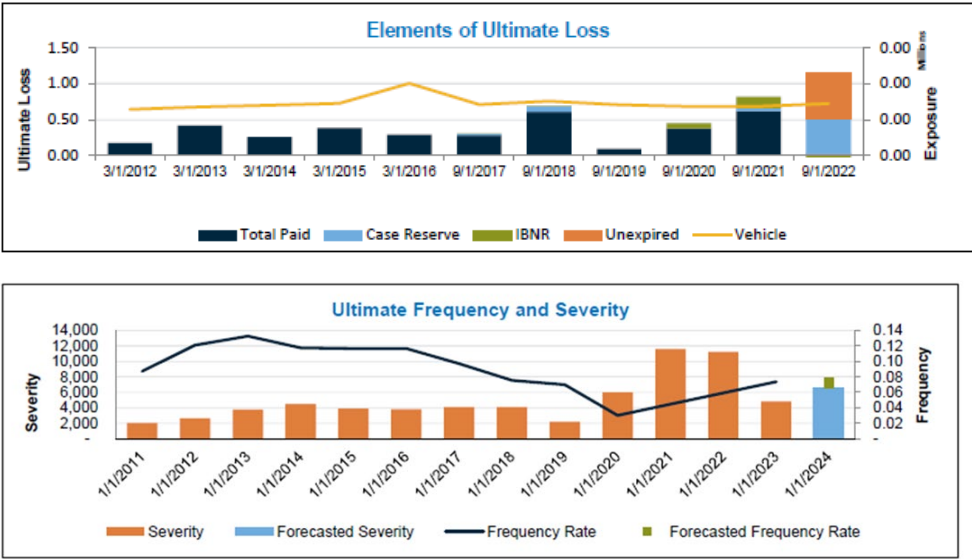
If Gallagher has the distinction of being appointed the City of Spokane’s insurance broker, Gallagher’s analytics team will run a traditional actuarial analysis to determine loss expectancies at different financial thresholds to determine optimal program structure and targeted pricing on risk transfer layers.

We use this output to target optimal primary retentions, triage pricing based on different structures and negotiate risk transfer pricing and manage collateral requirements.

We can also entertain alternative solutions such as maintenance corridors in your lead umbrella, quota-sharing risk in a buffer layer, lower excess layer, or selective self-insurance in a lower excess layer.

Looking beyond the traditional insurance placement, our team includes Ryan Santacrose, a practice leader from our Captive division, Artex. With your 1/1/2026 renewal, we recommend the Captive Feasibility Study be completed and presented to the City prior to the end of the second quarter of 2025. We do have restrictions to consider here in the State of Washington which Ryan will address as a part of the feasibility study. Please refer to additional details on Artex on page 13.

The consideration of the City of Spokane joining a Pool is another option but limited. Several of the City Pools are structured to insure small to medium sized cities. We will immediately begin marketing to the Public Entity Pools in our State which will consider a city the size of Spokane.



EXCESS WORKERS COMPENSATION

With Safety National writing both your primary \$5M in liability and your excess workers compensation coverage, Safety discounts the liability premium through the workers compensation premium. With a \$1.5M SIR and your largest loss just over \$1M; the \$339K premium spend is high. There are a handful of carriers that will write self-insured municipality risks in the State of Washington that would be very interested in quoting your program. Do note, that if the City makes a change on the excess workers compensation carrier, that Safety National will not write your liability program. With Gallagher’s Public Sector Practices market access and carrier relationships, we will have options for the \$5M primary. We will undertake such marketing to analyze whether placements with different carriers results in premium savings as well as a thorough comparison of terms and conditions.

CYBER

For Public Sector clients, cyber is a critical coverage. We have assembled a top tier team from Gallagher to address all insurance and risk management needs for the City of Spokane. Paul Davis is a leader in our Cyber Practice Group specializing the public sector risks. As a part of our deep dive into your coverages, Paul will be a critical component with assessing the coverage currently in place as well as providing consultation on the City’s IT best practices.

Regardless, providing options to the City to evaluate the short-term needs and strategies for long term success of the insurance program is our number one priority

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

We have developed the following transition timeline to capture the various tasks to successfully transition a client to our brokerage. With each new client, we commence our work immediately to meet our client's expectations and deliverables for their renewal. *We will not be utilizing a sub-consultant on this project.*

Broker Service	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Gallagher appointed as broker	City					
Broker of Record (BOR) letters are prepared	City					
Request list of insurance contacts	Gallagher					
Send BOR letter & letter of introduction to each insurance contact	Gallagher					
Provide each insurance contact a service team list	Gallagher	Gallagher				
Meet with your risk management team to agree on broker transition strategy		City & Gallagher	City & Gallagher	City & Gallagher	City & Gallagher	City & Gallagher
Your risk management team supplies copies of present policies, binders, applications, and information on open items			City	City	City	City
Call and/or meet with your carriers to review any potential service issues and/or open items and initiate policy analysis			Gallagher	Gallagher	Gallagher	Gallagher
Initiate a thorough analysis of your operations, potential exposures, underwriting information, open claims, etc.			Gallagher	Gallagher	Gallagher	Gallagher
Complete an in-depth analysis of your present policies including limits, retentions, policy form, and endorsements			Gallagher	Gallagher	Gallagher	Gallagher
Take action to correct identified open items and coverage deficiencies					Gallagher	
Follow-up meeting for status report on transition						City & Gallagher
Formalize timeline for renewal services						City & Gallagher

Our most productive client relationships are based on our participation with the client stakeholders for planning, preparation and execution. Our team will be an extension of the risk management professionals at the City providing resources, training on topics related to risk, insurance, loss control, contractual risk and claim management.

Once selected as your broker, we immediately initiate our transition service plan. Our Partnership will start with a strategic transition meeting that would be held as soon as practicable.

At the same time, we will be focused on understanding the City's personnel, culture, operations, communication expectations, internal risk management practices, loss history, goals and objectives, so that Gallagher and the City can better define our short and long-term goals.

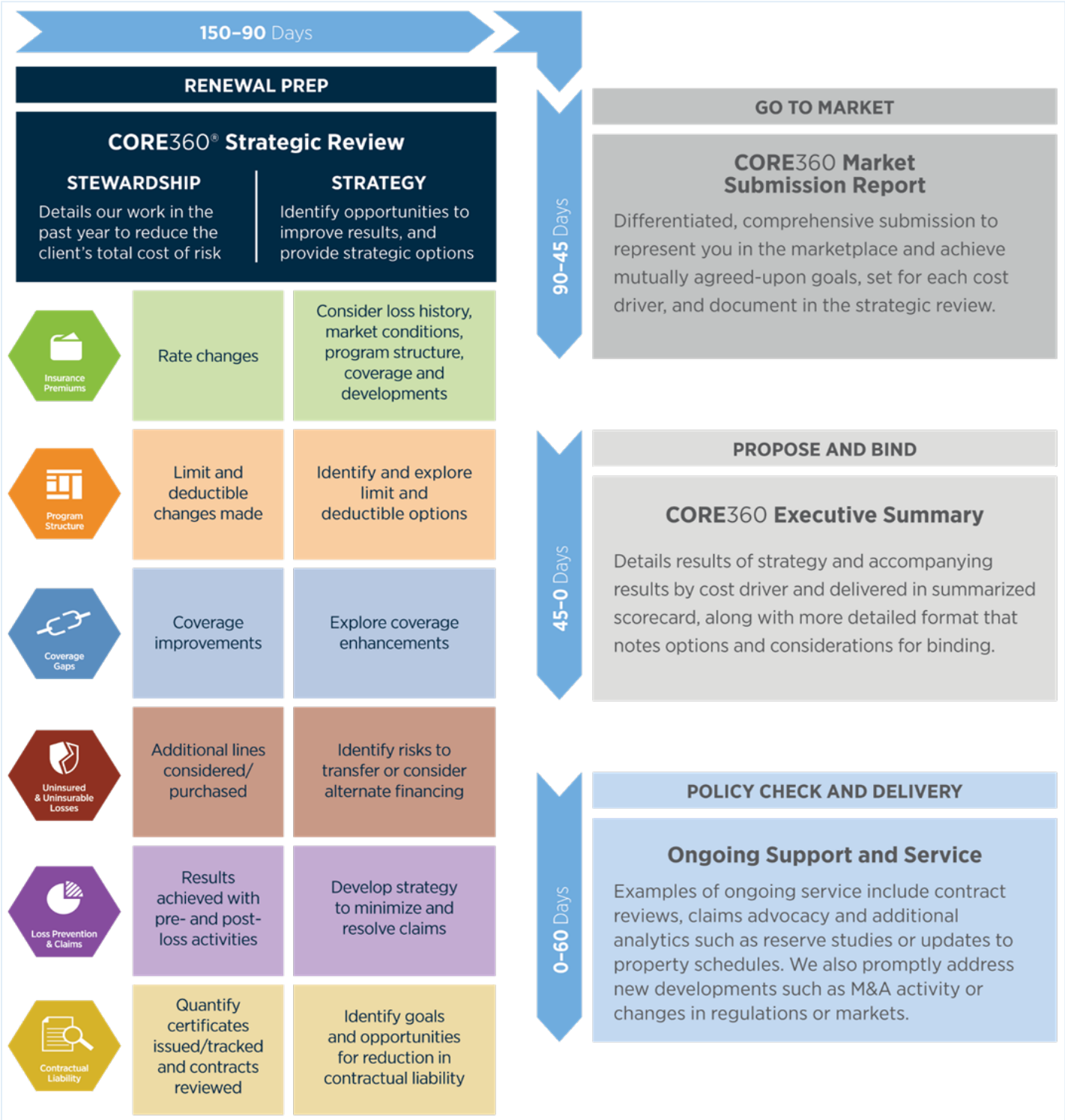
During this time frame we will:

- Complete a thorough coverage review
- Review claims management guidelines
- Audit historic claims, review for accuracy and impact on underwriting decision making
- Detail current and historical loss ratios
- Discuss the City's overall appetite for risk
- Arrange meetings with key underwriters
- Benchmark coverage, limits, and premiums against peer organizations

The Gallagher team for the City of Spokane is a strong proponent of client/broker cadence calls. For many of our clients, these recurring calls are held monthly. As we get closer to renewal time, the cadence is increased to bi-weekly. We maintain an open items agenda or spreadsheet wherein we discuss and keep track of pending tasks, new plans, strategic goals, upcoming trainings, carrier meetings, etc. Keeping the partnership and communication ongoing on a regular cadence greatly improves overall success.

Commencing in mid-2025, we will work to our **CORE360®** timeline below, starting at least 150 days in advance of renewal. In this way, we will begin with a review of your risks and market conditions to set goals for renewal outcomes, and to strategize our marketing approach to insurers.

CORE360 RENEWAL TRANSITIONAL TIMELINE



3.4 MANAGEMENT PROPOSAL

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services and with specific content including the following:
- Public Sector. Relevant insurance placement, account handling experience and client references shall be presented in detail, with all experience cited to be recent and to have been performed, to a considerable degree, by members of the proposed account team. Emphasis shall be given to identifying comparable services for public sector organizations. For each client reference, a brief description of services provided, when provided, and name, title phone number, and email address of the principal contact person should be shown. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City’s discretion.

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than \$11.3 billion in adjusted revenues, 970-plus offices globally, more than 56,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations. Gallagher became a publicly traded company in 1984 (NYSE: AJG). Gallagher’s history is a compelling story of the insurance business; to learn more visit ajg.com/us/about-us/. Our most recent financial report can be found on our website <http://www.ajg.com> under the “Investor Relations” tab.



Gallagher’s flexible structure and entrepreneurial approach sets us apart from our competitors. Gallagher is built upon a client service model unencumbered by management bureaucracy. Our executive management team and leaders across our organization are brokers who remain engaged with clients and bring value to our clients’ risk management programs daily. Our flexibility and personal touch with servicing and marketing allows us to focus on meeting our clients’ needs, rather than corporate mandates.



As one of the world’s leading insurance brokers, Gallagher plans and administers a full array of insurance, risk management, self-insurance, claims management and employee benefits products and services through specialized companies whose operating units are illustrated below. These companies can be accessed anytime the resources are needed to serve our clients.

Gallagher's Public Sector Practice

Gallagher is uniquely poised to provide brokerage and risk management services to the City of Spokane a result of our large practice in the public sector. We are very familiar with the challenges that you face with your operations and understand the need to be responsive to a governing board, the public at large and your constituents. Gallagher's resources outlined in this response will ensure that the City has the resources needed to manage risk. We will work as your partner, becoming an extension of your risk management team, to keep you moving in the right direction. Public sector risks are complex and continually evolving. Whether cyber security, law enforcement, employment processes, keeping workers safe, safeguarding public property, managing public expectations and more.

With more than 42 years of experience providing brokerage and consulting services to public entities, we understand the complexity of operations and the burgeoning list of exposures. We have expertise in every line of public entity coverage and with every available market worldwide.



SUPPORT FOR OUR CLIENTS

Gallagher's overall focus is to improve our client's specific risk profile with the end goal of:

- Lowering insurance costs
- Providing coverages that address current and potential risks
- Expands the pool of insurance companies
- Allows you to strengthen your bottom line/budget

Gallagher does so much more beyond placing your insurance policies. Our consultative approach to our client's insurance programs is paramount to our success and the success of our clients. For example, our Public Sector Practice Group created a Risk Transfer Manual for our clients. This document provides step by step instructions and templates for managing contracts and certificates of insurance. Our consultation goes beyond the day to day "what if" scenarios that come our way. We are proactive in our outreach through our subscription center, newsletters and bulletins as well as industry segment webinars.

We provide consultative assistance to your various departments on risk related issue to include contracts, projects, programs and other circumstances as they may arise. We understand that our team needs to be very timely in response to your department's questions and concerns with activity happening all over the city.

With the strength and knowledge of our Public Sector Practice Group, we have access to a wealth of experience and information. If the City of Spokane is looking to implement a new best practice surrounding one of your risk areas, no need to start from scratch. Our specialists within the practice share templates, experiences and materials to support your initiatives.

Public Sector Client Success Stories

- Client carried standalone Property and Liability Terrorism coverage for several years. We provided options for increased limits for Active Assailant Coverage. We successfully negotiated an increase in limits for Liability Terrorism without any additional premium to match the separate limit for Active Assailant.
- Client has a large property placement made up of 4 primary carriers with a complex tower to build up to the full limits of the program. During post renewal quality review, it was determined that one of the four primary carriers included a Mold Exclusion. We were successful in negotiating removal of the exclusion without any increase in premium.
- Successfully negotiated with carriers to include policy language approving client preferred defense firm rather than panel counsel.
- With the continued pressure on the Public Sector in the Cyber space, the Gallagher team developed a FAQ document and checklist for Cyber Securities Services providing answers to such questions as what is MFA, where can one get it & how much does it cost? What is Air Gapping, Endpoint Detection and Response and how do they work? Our clients have shared this FAQ and checklist out to their IT managers and as a result our client was able to facilitate compliance throughout their organization well ahead of their upcoming cyber renewal.

In Section B we have provided a sample list of our clients and our specific client references.

- **Alternative Risk Financing. Review and evaluation of other means of risk financing such as captives, pooling programs, etc.**

Artex, a wholly owned subsidiary of Arthur J. Gallagher & Co., is the world's third-largest captive management firm, formed in 1997. With over 550 employees serving over 2,000 clients across 35 domiciles globally, taking part in single-parent captives, group member-owned captives, segregated cell companies, and specialty risk programs, we are well-positioned to meet any client's alternative risk needs.



Ryan Santacrose on our team will lead the captive option commencing with a timely discussion around the feasibility process by meeting with the City to explore:

- Risk Appetite and risk tolerance
- Limitations with current commercial insurance
- Current or anticipated future unmet risk needs
- Other reasons for seeking a captive as a risk solution

Throughout 2025, Gallagher will perform due diligence to determine the feasibility of the City of Spokane joining a pool taking into consideration the terms and conditions, premiums and other costs/fees as well as requirements of the City to maintain member status (required trainings, conferences, adoption of the pools best practices surrounding risk management and claims handling, etc).

- **Understanding & Program Development: Developing a complete understanding of the Client's areas of exposure, and consulting regarding short and long term solutions. Attending Client Management Meetings when requested.**

Gallagher's transition plan in preparation for your January 1 renewal is all about your Risk Profile. The five steps that we will undertake together are detailed here.



1. **Historical Analysis** – We review your specific data to the extent available, this includes loss data and exposure data, but also actuarial reports and financials. Your expert Gallagher team directly handles multiple public sector agencies, and pulls from our national resources headed by Dorothy Gjerdrum to gather actionable insights regarding how your data stacks up against your peers both in the insurance marketplace and concerning retained risk. The analysis of this is not done in a vacuum, we understand jurisdictional impacts as well as the constant evolution of how the public sector is viewed by the populace it serves.
2. **Discovery** – We then meet with your team to go over our findings from step one, but also because we understand that data can only tell a portion of the story. As we become more and more trusted advisors, our value only grows. Initially, we might discuss concerns over high-risk departments – law enforcement, but over time we begin pulling back layers to understand where your greatest risk points exist.
3. **Assessment and Prioritization** – Our team understands that the City only has so much capacity to manage risk and while we hope to maximize the impact and integrate our resources to help with that burden, we must also focus that capacity on those items with the most impact on risk. We will work with the City to identify those items that require both low effort and capital investment with the highest impact on reducing risk and those items, which are of the highest priority due to the risk impact on the organization.
4. **Detailed Action Plan** – Once the risk priorities are identified, we work with the City to create a detailed action plan of how to leverage internal, Gallagher and third-party resources as applicable to address those risks. This action plan will identify specific areas of concern, strategies to mitigate those concerns, responsible parties and firm deadlines for resolution. Recognizing that some issues take significant time to resolve, this action plan can become a standing items in your yearly strategic plan with an evergreen focus on risk mitigation and improvement.
5. **Winning Market Submission** – This is where our efforts are verified by the marketplace. A clean executive summary and package of necessary underwriting information goes out to the underwriters in contrast to 99% of submissions which are a medley of attachments. This allows your submission to expedite to the top of stack for underwriters as it explains why the City of Spokane is a best-in-class risk and as such, deserves best-in-class pricing and increases competition in the marketplace to write your business. By including our detailed action plan to improve your risk profile, this shows your commitment to improving your risk profile and increase the willingness of underwriters to get aggressive. Once the underwriters have reviewed this information, at the end of the day, no one can tell the story of how the City manages your risk better than you, so we will coordinate underwriter meetings, lunches or dinners, to build relationships and solidify those that will drive down cost.

Please mark you calendars for June 1-4 as Prima's annual conference will be in Seattle and Gallagher is a Platinum sponsor. During this conference, multiple marking meetings will be scheduled with domestic, London and Bermuda markets affording the City an opportunity to meet these markets and tell your story.

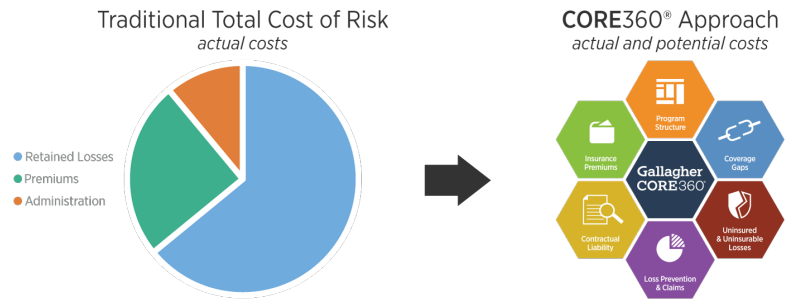
It is Gallagher's preference to attend milestone meetings in person with our clients. We look forward to collaborating and strategizing during the pre-renewal and renewal meetings in person in Spokane.

- **Annual Program Evaluation:** Annual evaluation in writing and presentation of existing insurance contracts and claims history along with making recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the Client.

CORE360® Approach to Reduce Total Cost of Risks

CORE360® is our comprehensive approach to evaluating our client's risk management program. It leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total risk.

As a part of our **CORE360®** approach is the Strategic Review (our pre-renewal document) and the Executive Summary; presented at renewal. Please refer to our renewal timeline on page 10. Each of these documents will address the existing insurance contracts and claims history along with recommendations for changes to your insurance program



As illustrated below, we're on a journey to change the way organizations like City view the purchasing and administration of their insurance and risk management programs. Unlike the traditional total cost of risk conversations, we consult with you to understand your actual and potential costs and the strategic options to reallocate these costs with intelligent, actionable insights. This will empower you to know, control, and minimize your total cost of risk and improve your profitability. Many insurance providers talk about an organization's total cost of risk. Still, very few put it into a perspective that is geared towards ease of understanding and use for the client.

You deserve a partner that will continually deliver a consistent approach that effectively manages and addresses the six cost drivers of your risk management program to drive down your total cost of risk. Deploying our comprehensive **CORE360®** approach to your organization, Gallagher will help you understand all risks and associated costs that your organization currently faces, provide actionable advice, and deliver world-class service and support to help develop a program that minimizes your total cost of risk.

Why is the Gallagher approach different? Rather than focus solely on costs and premium, Gallagher's approach takes into account six total drivers in order to get a complete picture of risk and the costs to your organization. In the complex world of City, it's not enough to simply identify loss trends, and offer varying renewal solutions. Given the size, scope, and complexity of your organization, it is also not acceptable to merely use a basic "understanding of" to place policies. Gallagher offers more.



CORE360 SCORECARD

To effectively and efficiently manage our overall commitment to the City of Spokane's Risk Management Program, our **CORE360** scorecard, shown to the right, was developed to provide our clients with a snapshot of how we have affected the total cost of risk over time by monetizing the cost of risk changes by the cost driver.

The Gallagher team will review the scorecard metrics in detail with the City with an open and honest discussion that builds a framework of mutual success. There should never be any surprise to the City or Gallagher when evaluating performance against the scorecard. This is a continuous measurement that drives an environment of accountability and success.

- We proactively manage your renewal cycle, delivering a predictable timeline that creates time for thorough decision-making.
- You play a role in this, too – we are asking for more information in an earlier timeframe so that you receive the best outcome every time.

Executive Summary & Strategic Review

We outline our recommendations and present side-by-side comparisons of program options such as coverages, sub-limits, exclusions or limitations, and premiums through our **CORE360®** Executive Summary and **CORE360®** Strategic Review documents to ensure City has the best information available to aid in decision-making. The **CORE360®** Executive Summary accompanies your proposal and highlights the critical decisions needed, available options, and our recommendations.

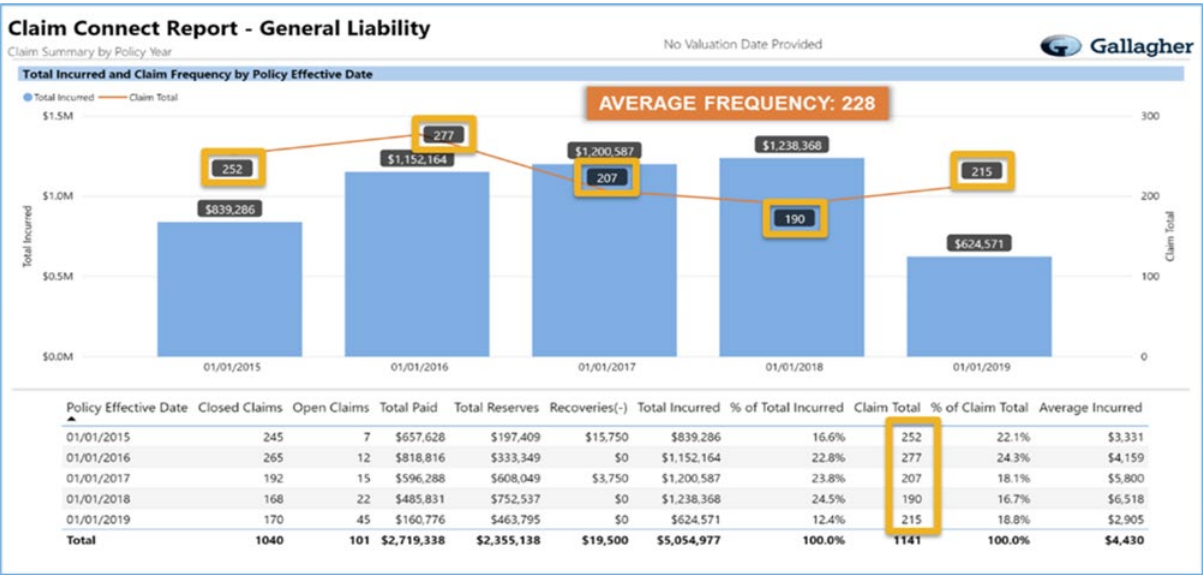


The **CORE360®** Strategic Review is presented at our pre-renewal meeting and aids in strategy development for the upcoming renewal. Our detailed timeline is client-focused to ensure we're continuously evaluating your program, adjusting our strategy, and regularly communicating new developments. Our pre-renewal checkpoint meetings include updates on the following:

- State of the insurance market and analysis of rate trends by line of coverage
- Risk and exposure updates
- Achieved results and strategy-setting by cost driver
- Anticipated market changes and potential impact on your program

CLAIM ANALYTICS/ CLAIM CONNECT REPORT

Our casualty analytics use Gallagher's proprietary data as well as industry best practices to benchmark your program. This process allows us to identify areas of strength and opportunities for improvement. We also benchmark your losses against our industry-leading claims database to make specific recommendations on your risk management program. We suggest loading your WC claims data and your liability and property claims into the platform for an enterprise-wide view of your loss experience.



- **Market Analysis: Preparation of market analysis and forecasting by insurance line prior to each renewal.** Analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction. Making conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.

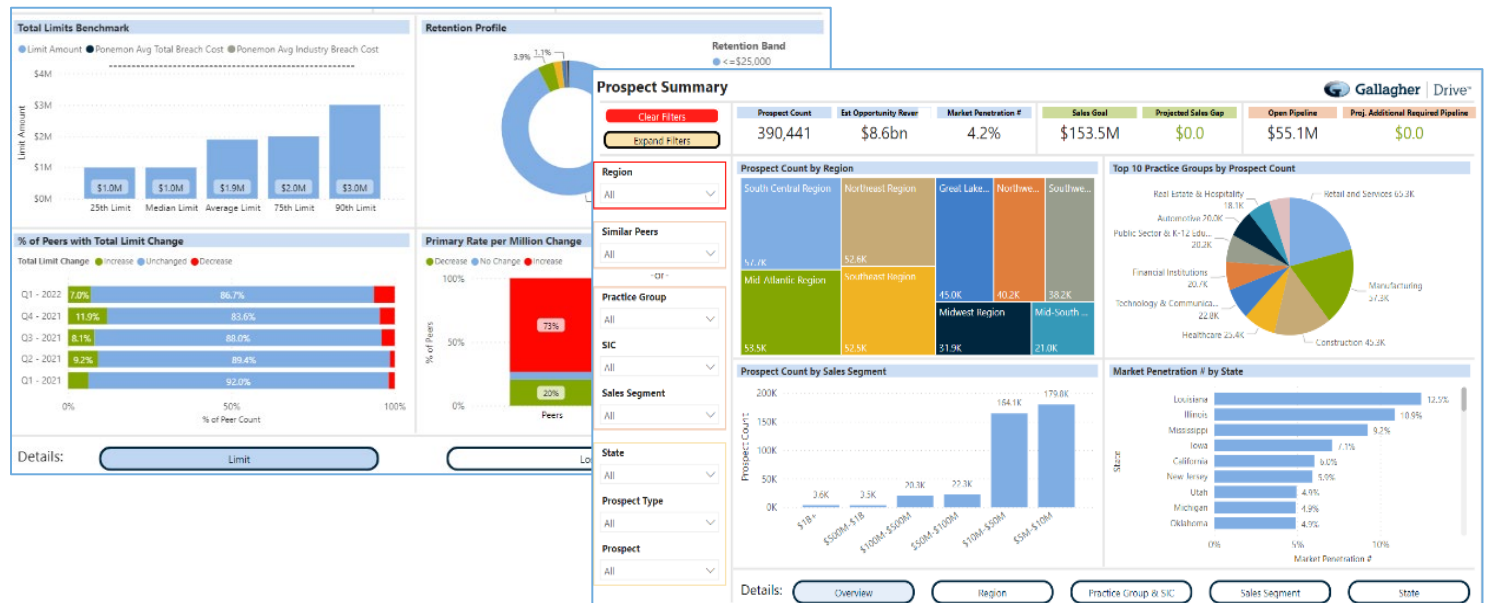
Within our **CORE360®** comprehensive approach to evaluating our client's risk management program is our Strategic Review report which we prepare 150 days prior to renewal and includes Gallagher's most current market analysis.



Our Strategic Review report will also include our budget projections by line of coverage. Gallagher's market intelligence is superb; we are in front of carrier appetite changes, whether jurisdictional or other circumstance has created a change; for the better or worse. Gallagher's corporate Solvency Committee monitors carrier finance status on a daily basis. Only companies which meet Gallagher standards are considered for placement.

Within our Gallagher Drive Platform, we leverage our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total risk. We will deliver quantitative and qualitative measurements/metrics to help the City team make informed decisions on which risks to retain and which risks to transfer. We will illustrate and demonstrate how City can secure the most flexible and cost-effective risk financing program available in the global marketplace. Gallagher's Risk Services team has several analytic tools and processes to assist our clients in making informed decisions about their loss projections, allocating loss costs by location, risk planning and retention strategies.

Gallagher delivers powerful results through the combination of over 95 years of experience & power of data and analytics



- **Manuscript Programs: Identification of programs, products and insurers capable of meeting the Clients insurance and risk transfer needs. This includes special risk specific programs deemed advantageous i.e.: hydroelectric, wastewater treatment facilities, and waste to energy facility. Assisting in design of manuscript policy forms as needed. Preparation of bid specifications for markets capable of quoting on Client risks.**

Included on our team is Tyler Woolridge, Practice Leader with our Energy, Water and Utilities Practice. Tyler brings to the City of Spokane experience in working with Hydroelectric, wastewater treatment and waste to energy facilities. With this experience on our team and clear knowledge of the markets in this space, Tyler will take the lead as we evaluate programs and carriers to determine the best coverage, terms and pricing for your special risks.

If we find that the best option is to develop manuscript policy forms or manuscript endorsements to standard policy forms, our team will do so in order to structure insurance programs that provide maximum value to our clients. This means we have evaluated every word and know exactly what it means to our clients if a loss occurs. We design and negotiate our policies to assure that insurers fulfill their promise to pay in a fair, balanced, and expeditious manner.

This carrier list is a sampling of Gallagher's carriers, reinsurers and excess markets that are partners in our Public Sector and Energy/Water practices.

CARRIERS (including Reinsurance and Excess)

<ul style="list-style-type: none"> • Aegis Limited • Affiliated FM • AIG • AIG Specialty • Allianz • Allied World National • Arch • Argonaut • Assurance • AWAC • AXAXL • Axis • Beazley 	<ul style="list-style-type: none"> • Berkley • Brit • Chubb Group • EIM • FM Global • Gemini Insurance Co. • Gen/Re (Genesis) • Great American • Hartford Insurance Company • Hartford Steam Boiler • Indian Harbor Insurance Co • Ironshore • Liberty Mutual 	<ul style="list-style-type: none"> • Lloyds of London • Markel • Midwest Employers Casualty • Munich Re • National Union Ins. Co. of PA One Beacon • Princeton E&S • RSUI • Safety National • Scottsdale Insurance Co. • Swiss Re • Travelers • Westchester Surplus Lines • Zurich
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- **Marketing Client's Portfolio: Preparation of insurance marketing portfolio by working with Client to gather underwriting specifications, loss runs, values and data. Formatting a formal presentation of marketing to insurance markets and underwriters.**

THE TEAM THAT KNOWS YOU BEST MARKETS YOUR ACCOUNT

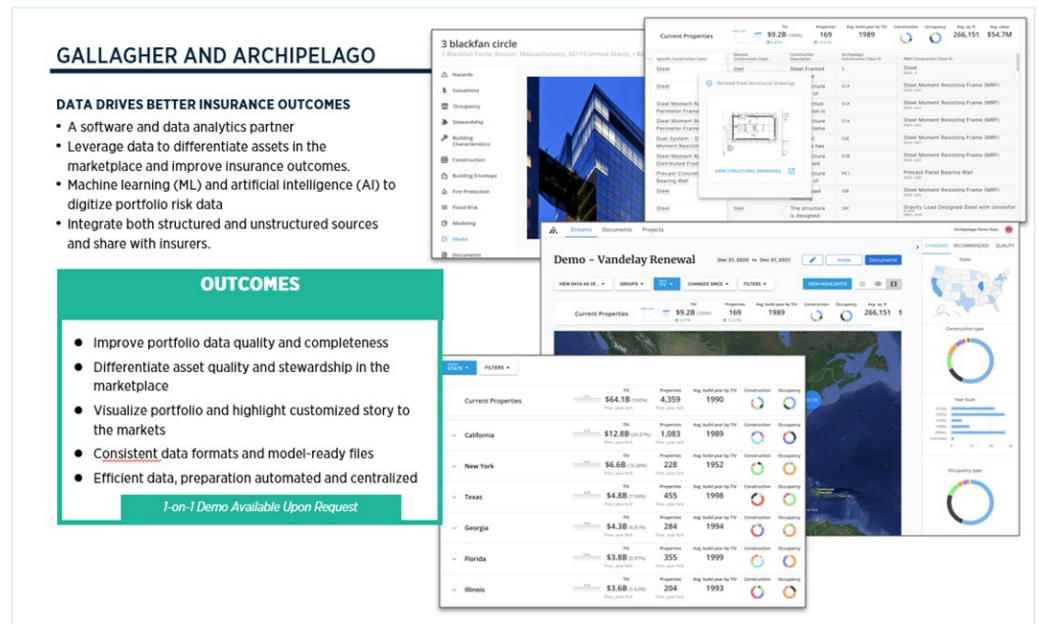
We pride ourselves on telling a better story, and we need your help to do it. The Gallagher team approach ensures that we cover the market effectively. Our marketing structure differs significantly from other brokers because Gallagher does not outsource marketing to a separate team that is detached and disconnected from your account. Instead, your core team, who oversees your account, are the same ones who will market your account, increasing the level of advocacy on your behalf. This difference, combined with Gallagher's outstanding market relationships and leverage, is crucial to telling your story to underwriters who are limiting their appetites in this hardening market and securing coverage for your risks.

Our marketing style is predominately determined in collaboration with our clients. Our process involves actively listening to your goals and objectives. Our approach is to present the positive aspects of your risk as well as the proactive steps you are taking to address any negative aspects.

Consistent, High-Quality Submissions with Archipelago

By providing underwriters with a complete submission that paints a clear picture of your organization, we make it easy for underwriters to determine their interest in writing the account. A high-quality submission, packed with relevant information, gets viewed more favorably.

We have found through years of experience that a technical underwriting submission and negotiation yields better results for our clients. For property, our **Archipelago** platform and the details provided to underwriters is favorably received. Underwriters recognize and appreciate the fact that submissions from Gallagher are comprehensive, detailed, and precise. We provide all of the necessary information to make an accurate assessment of the risks involved, along with an accurate representation of the client's efforts to mitigate and/or reduce risks for the benefit of both the insured and the insurer. As a result, the underwriters are often more aggressive when evaluating risks presented by our team because of their ability to completely understand your risk characteristics. A better understanding of your risk allows underwriting to decrease the risk margins embedded in their quotes.

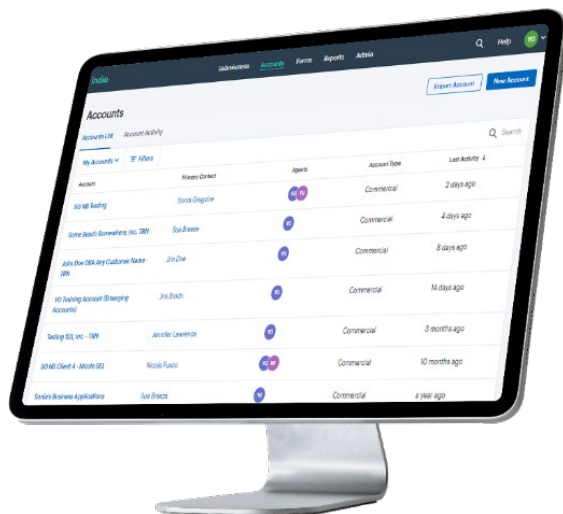


ACCURATE DATA

In any marketplace, but especially in a hard market, ensuring that our data and information is correct, precise and provided to the market in a clear, efficient and timely manner is critical. This begins with you and the information you provide to us. We assist our clients in the information gathering process and ask the right questions to ensure the appropriate amount of data is shared with the market.

Gallagher Submit

The renewal process can be a tricky, time-consuming headache. We aim to change that. Gallagher rolled out a digital platform system called Gallagher Submit. Linked through our preferred software program, EPIC, Gallagher Submit is a portal that can safely house all the documents required for an upcoming renewal in one secure location.



When you're dealing with numerous documents – statements of applications, schedules of renewals, SOVs, auto schedules, etc. – it can be easy for things to get lost in the line of communication of back-and-forth e-mails, especially if there are multiple risk managers or client service members involved. Gallagher Submit allows you and your Gallagher team to work simultaneously during the renewal process while housing all of your renewal documents in one place. Each user receives a unique log-in that they can use to view, upload, and sign documents, then send those documents directly to the carrier. Your Gallagher service team can set up additional individuals if more people need access. A unique log-in and dual identification can be created to provide extra security and peace of mind.

The Gallagher Submit platform is intuitive and helps organizations:

- Save time
- Reduce manual data entry
- Avoid costly follow-ups
- Secure sensitive data

The best part of the portal is that it allows smoother renewals each year. Once everything is uploaded and logged, the process becomes about annual updates and changes, not starting from scratch. The true benefit is the ease of access year after year, cutting down on time, cost, and headaches.

- **Planning and conducting pre-renewal and renewal meetings which are expected and will be in person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.**

Yes, we prefer to have in person meetings in the City of Spokane main offices.

- **Access to Markets: Have access to global insurance markets and, when authorized by the Client, approaching appropriate markets on behalf of the Client to obtain pricing and coverage descriptions. Obtaining, when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities for each type of risk or risk financing structure.**

Market Access

Gallagher's market access is through our own organizations – through our wholly owned subsidiaries in the U.S., London, Bermuda, and Europe. Gallagher enjoys access to the global insurance marketplace without having to go through a third-party. This global access allows us to apply global capacity with speed and efficiency.

We only utilize outside agencies when access points to a specific program requires use of an MGA/MGU, (Managing General Agent/Underwriter), or if directed by a client to use a specific wholesaler.

Our wholesale brokers assist our retail brokers and other non-affiliated brokers in the placement of specialized and hard-to-place insurance. These brokers operate through more than 65 geographical profit centers located across the U.S., Bermuda, and our approved Lloyd's of London brokerage operation.

Gallagher opened its London office in 1974 and formed Arthur J. Gallagher International. In the U.K., we have a retail brokerage and underwriting operation for clients to access the Lloyd's of London and other international insurance markets, and a program operation offering customized risk management products and services to U.K. public entities. In Bermuda, we act principally as a wholesaler for clients looking to access the Bermuda insurance markets and also provide services relating to the formation and management of offshore captive insurance companies. We also have ownership interests in two Bermuda-based insurance companies and a Guernsey-based insurance company that operate segregated account "rent-a-captive" facilities.

MARKETING OF THE INSURANCE PROGRAM

Our team will present City's submission to the marketplace. Gallagher has a hands-on approach to marketing our accounts. Your insurance specifications will never be handed over to a marketing center for "processing". Your Gallagher service team outlined in this proposal will handle your account from start to finish. This means the people with the most knowledge of your account are the same people with the market relationships to get the job done. We have access to the right people, we know the marketplace, and know your account. We are in the best position to negotiate the best possible terms for your program.

MARKET LEVERAGE

Our size brings advantages to our client base, most significantly, our marketplace leverage. Our brokers and their clients receive increased attention from insurers when we approach them with a pricing need or special coverage request. Our senior leadership has open channels of communication with insurer leadership, bringing years of experience and deep relationships to bear on your behalf. Gallagher's Western Region Public Sector Practice has the honor of representing 1,070 clients with over \$367M in total written premiums. When Gallagher calls, underwriters pick up the phone.

FOSTERING PERSONAL RELATIONSHIPS WITH UNDERWRITERS

We will meet with key underwriters and loss control representatives early to discuss your account, our coverage and pricing objectives, and the timeline for the delivery of quotes. When possible, we like to bring underwriters to meet with you. These meetings are important in forming a personal relationship and enhancing mutual understanding between City and the carriers, allowing us to achieve the best possible terms and pricing. Throughout the marketing process, we keep our clients involved and interact directly with underwriters when needed. Relationships matter in insurance and stronger personal connections drive better results.

LIAISON WITH INSURANCE CARRIERS

Your Gallagher service team will act as a liaison between you and your insurance carriers as respects to all aspects of the program. We will act as an intermediary in all phases of account management from underwriting, to inspections, to loss control, to claims issues. Your Gallagher service team is always available to talk or to meet in person with City and/or the insurance carriers regarding any issues or concerns.

GALLAGHER'S FULLY INTEGRATED PLACEMENT MODEL

One area of differentiation amongst many large organizations is their ability to access a variety of forms of risk transfer capacity. Some clients opt to strictly transfer risk to excess insurers, others find benefits in the treaty or capital markets, and many choose to combine the benefits of multiple forms of capacity.

An important differentiator of your Gallagher placement team is we are the only broker to fully integrate all forms of capacity – direct retail, wholesale E&S, facultative reinsurance, treaty reinsurance, and capital markets – into a seamless access point for our clients.

The City can find comfort in knowing all forms of capacity were methodically accessed to determine the most appropriate mix of capital to accomplish your objectives.

Timeline & Standards

INITIATIVE	TASK	CRITICAL DATES
Pre-renewal Meeting & Program Analysis	<ul style="list-style-type: none"> Review goals and objectives with City Review market conditions Develop marketing plan/budget Review loss experience and develop claims analysis trend Make coverage recommendations Discussions with potential markets 	150-180 days prior to renewal
Exposure and Marketing Analysis	<ul style="list-style-type: none"> Prepare request for underwriting information Review marketing strategy including analysis of existing program and identify markets Review loss experience Review existing policy contracts Prepare underwriting submission and review with City Specifications to marketplace 	90 days prior to renewal
Program Marketing	<ul style="list-style-type: none"> Negotiations with markets to achieve best possible terms and conditions Keep City abreast of negotiations with carriers Discuss renewal terms with TPA firms Begin proposal assembling and process 	60 days prior to renewal
Final Negotiations/ Binding	<ul style="list-style-type: none"> Analyze all proposals and quotes from carriers Request revisions from carriers Finalize renewal terms with TPA Finalize proposal Presentation of proposal to City Place coverage upon City approval Issues binders, invoices, and Auto ID cards Meeting between City and strategic partners/ carriers 	30 days prior to renewal
Ongoing Support	<ul style="list-style-type: none"> Review policy from carriers for accuracy and request necessary endorsements Deliver policies to City Issue and review certificates on an as-needed basis Schedule quarterly review meetings 	Quarterly and continuous

- **Purchase Consultation: Presenting for the Client in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.**

CORE360® Executive Summary will be prepared and presented to the City's in person renewal meeting. Within this document we will outline the marketing results, by carrier, by line of coverage. Additionally, the document will detail the quote comparisons between carriers and underscore the differences; pros and cons and include Gallagher's recommendation for your insurance program. Our Executive summary will outline program performance; and for the City will include how your self-insured programs are performing against our analysis of the loss projections by line of coverage.

- **Policy Evaluation: Negotiating on the Client's behalf the details of insurance contracts with selected carriers or risk facility and auditing resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the Client. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices and other insurance related documents prior to delivery.**

At Gallagher, we take a proactive approach to ensuring that all insurance contracts meet the highest standards of accuracy, compliance, and alignment with our clients' risk management objectives. Our team works diligently to negotiate policy terms and conditions with selected carriers, ensuring that coverage structures reflect our clients' unique needs.

To further ensure a quality work product and client satisfaction, we use the following tools:

- Marketing Checklist – Outlines our standard activities for your underwriting submission
- Proposal Checklist – Ensures accuracy across 70 points, including the A.M. Best's rating of carriers, presentation of coverages, coinsurance, and claim reporting requirements. Contains precise notation of policy exclusions and valuation clauses as well as an outline of claims-made provisions, rating basis (if applicable), and any TPA provisions
- Policy Checklist – Compares the policy or reinsurance agreement with the proposal including accuracy of named insureds, premiums, coverages, limits, deductibles, schedules, classifications, surplus lines requirements, claims-made requirements
- Branch File Audit – Confirms internal procedures have been followed such as proper countersignatures, licensing, solvency requirements, policy setup, and checklists
- Annual Service Plan – Documents our agreed-upon goals for the policy year
- Corporate Audit – Reinforces our Professional Standards/Standards of Excellence requirements for uniform procedures throughout the corporation

We understand the importance of following through and delivering on our promises. From pre-renewal strategy meetings to the Executive Summary meetings, we commit ourselves to high professional standards. Gallagher has a comprehensive Standards of Excellence manual that sets out policies and procedures to facilitate client service excellence in all our risk management consultations and to ensure high-quality service is consistently delivered time after time. Our teams are regularly audited to these standards.

Our commitment to service excellence ensures that every aspect of your policy—from negotiation to final execution—is handled with precision, transparency, and alignment with your overall risk management strategy.

- **Insurance Certificates: Providing certificates of insurance, verification of coverage or financial responsibility as needed by the Client to satisfy lessors, contractors and other parties from whom the Client seeks services. This includes vehicular “proof of liability insurance” as required by law.**

Within our **CORE360®** comprehensive approach, Contractual Liability is one of the six cost drivers that is impactful to your total cost of risk. Gallagher technical services standards require certificates to be issued within 24 hours with the option for rush certificates in 2 hours. Our service teams will evaluate all certificate requests to verify that the coverage in place for the City matches the request. Certificates of Insurance can be requested directly to the Client Service team or through GallagherGo.

Technical Service Standards	Within:
Return phone calls	Same day or within 24 hours
Issue invoices and related documents	8 work days of binding coverage or final terms are confirmed
Incorporate policy changes	Date of receipt or date coverage needed
Issue certificates	24 hours of receipt or as needed
Process endorsements	10 work days of receipt from carrier
Process agency bill audits	7 work days of receipt from carrier
Issue auto ID cards	24 hours or as needed
Check policies	Check 90 work days of effective date; deliver them within 10 work days of checking

The Gallagher Go Service Portal simplifies access to information and self-service tools to streamline support for your insurance and risk management program - anywhere, anytime. It allows for secure, real-time collaboration between City and your Gallagher team.

Clients can be authorized to issue certificates when needed, giving your team full access to process certificates whenever necessary. The Gallagher Service Portal allows you to provide immediate issuance, dramatically reducing wait time and keeping your operations moving.

Once a part of the Gallagher team, we will set up training on how to access all the features within Gallagher Go.

Managing Incoming Certificates of Insurance with Gallagher Verify

There is more to managing compliance than just collecting your third-party vendors' certificates. Gallagher Verify, located within the Gallagher Go Client Portal, ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations. *Gallagher Verify incurs an additional fee.*

PROTECT YOUR BUSINESS FROM UNKNOWN RISK

Gallagher Verify tracks everything you need to keep your company organized, compliant, and properly protected. Clients can take advantage of our intelligent technology, giving you the freedom to focus on your day-to-day operations. Among its features:



- Mobile-friendly with easy-to-use Cloud software
- COI and document verification
- Automated noncompliant and COI renewal request notices delivered directly to vendors
- Vendor portal for submissions and documents
- Historical custom compliance dashboards charts and graphics to manage trends
- Ongoing monitoring of A.M. Best insurance carrier ratings
- Custom reporting on 100% of system date fields
- Exposure collection e-mail form building for obtaining location assets, statement of values, and COPE information
- Industry-specific software configurations
- Location contact management equipped with fluid task assignments for safety audits and inspections
- Claims consolidation and management for analytics
- Call center for quick answers to client and vendor questions
- Integration with other third-party systems

PURPOSE OF GALLAGHER VERIFY

- Reduces administrative spending associated with managing vendor compliance tasks
- Focuses on risk management services
- Provides a customizable multi-user cloud-based software that centralizes compliance document management
- Manages compliance trends by utilizing powerful reports and dashboards
- Creates a standard operating procedure to document compliance workflows and expectations
- Connects to our CORE360® initiatives

- **Special Event Coverage: Providing available special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the Client.**

Gallagher's market access includes carriers that specialize in special event insurance. We suggest we schedule time during the broker transition to gain a full understanding of the types and timing of these events, so we are proactive in obtaining the required coverage.

Of note, Gallagher offers a Diverse Vendor Program which is designed to give your suppliers the best insurance pricing, terms and conditions while also allowing them to meet your contractual insurance requirements that can hinder small, diverse suppliers from doing business with you.

The Diverse Vendor Access Program

Safeguarding your business and supporting meaningful impact

Working with diverse vendors and increasing supplier diversity spend is critical in today's business landscape. However, diverse suppliers face unique challenges in meeting procurement criteria, especially in obtaining the necessary insurance requirements to safeguard their businesses and clients.

That's why we've created the **Diverse Vendor Access Program**. This program is designed to give your suppliers the best insurance pricing, terms, and conditions while also allowing them to meet your contractual insurance requirements that often hinder suppliers from doing business with you.

How it works

We'll assess your vendor profile, coverage needs, supplier diversity, and procurement goals to design a tailored offering that protects your organization's assets. This also benefits your diverse and small business vendors by providing access to top carriers and premium products that meet your insurance risk requirements, aid their growth, and allow them to focus on serving your business needs for continued success.

Benefits of partnering with Gallagher

- Risk management solutions to protect your organization from financial risks by working with suppliers that meet your contractual insurance requirements
- Expanded pool of suppliers who are qualified to contract with you, which leads to more competition amongst suppliers, innovation, better services/products, pricing, terms, and conditions
- Helps meet or exceed your supplier diversity goals

- Strengthens your commitment to inclusion and diversity, as well as community engagement efforts
- Helps provide more meaningful job opportunities to local business suppliers

Added benefits for your small and diverse suppliers

- Access to a licensed team of small business insurance experts for strategic guidance
- Access to more insurance products and services with top-rated carriers
- Access to better pricing, coverages, terms, and conditions
- Protects their business and positions them for growth
- Able to meet your contractual insurance requirements and bid on more contracting opportunities

Partnering with Gallagher will not only help you meet your supplier diversity goals but also help you drive environmental, social, and governance goals. You can be confident that your diverse vendors will have the necessary insurance coverage to protect your business and theirs. Talk to your Gallagher representative today to learn more about how we can help you champion diversity and inclusion in your supply chain.

The Diverse Vendor Access Program is part of Gallagher's **CORE360**[®] approach to evaluating and optimizing a client's risk management program. It specifically addresses the cost driver of **contractual liability** by providing insurance consulting services to diverse vendors, enabling clients to work with a broader pool of diverse suppliers while ensuring adequate insurance coverage and minimizing risk.

- **Risk Transfer Contract Review: Providing consultation services for the Client as to risk related issues in contractual arrangements. Participating in and/or reviewing the transfer of risk where contractually appropriate.**

Contract reviews are a focus of our **CORE360** process and an important part of the service aspect of our business. With the City having a portfolio of vendor contracts with specific insurance clauses and requirements, along with other sections that affect your risk, Gallagher provides a contract review for all large clients. While we are not attorneys, we review them from an insurance standpoint. We will conduct reviews to identify risk areas, ensure your interests are being represented and your risks are covered according to your coverage terms.

Our consultative approach to our client's insurance programs is paramount to our success and the success of our client. An example of how we do so much more than placing insurance policies is the development by our Public Sector Practice Group of a Risk Transfer Manual. This manual provides step by step instructions and templates for managing contracts and certificates of insurance aiding in the education of contractual risk for our clients.

The contracts and agreements applicable to City are an important piece of your overall risk management program. We take a comprehensive review of your contracts, leveraging our experts across a series of practice groups – ranging from property and casualty to life sciences and distribution. During these reviews, we focus on the following areas:

- **RISK OF LOSS**
- **INDEMNIFICATION**
- **LIMITATION OF LIABILITY**
- **WARRANTIES AND PERFORMANCE GUARANTEES**
- **INSURANCE**

CONTRACT DISCLAIMER

Clients and prospects benefit from our expert guidance to ensure their contracts are compliant and reasonable from an insurance perspective, and to ensure that the insurance provision in a particular contract accurately matches the clients' current insurance limits. If a particular client requests Gallagher's review of indemnification language solely in connection with their insurance coverage, we can also provide that review by individuals qualified to do so.

- **Loss Documentation: Providing support when requested in preparing proofs of loss or claims reports and assisting in obtaining loss settlements from insurers.**

CLAIMS ADVOCACY

Within our National Risk Control Practice is housed our claim advocates. Our claim advocacy approach includes working with our clients to develop an appropriate strategy and service plan based upon loss analysis, corporate objectives, internal resources, and identified priorities. The development of that strategy is a critical priority early in any new client relationship.

PROACTIVE APPROACH

Our claim advocates are assigned based on the type of claim. Our claim professionals are experts in property, liability, workers compensation, employment practices or cyber, to name a few. We look forward to learning more about your internal claim management resources and procedures and working relationship with your liability claims adjusting firm. Together, we can work to identify strategies to streamline the claim process and improve outcomes.

We can provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. ***We also intervene on claims involving coverage issues and reservation of rights letters, advise on selection of defense counsel, and work with claims adjusters to pursue the best defense strategy***

- **Catastrophic Claims Management: Providing catastrophic claims management consultation, evaluation and service.**

Our claims consultants will assist in the evaluation and strategic planning of high exposure and complex claims. In addition to our claim advocates in the various specialties, Julia Holt our Western Region Claim Advocacy leader possess the high level of claims expertise and knowledge to solve problems and deliver optimal results. Once these claims are identified, our claims team immediately engages the adjuster and, if required, upper management. We continue to consult on the claim until it is resolved as efficiently as possible with the best possible outcome.

CATASTROPHE CLAIMS CENTERS

Gallagher utilizes our network of U.S. Claims Centers to aid our clients during natural disasters such as wildfires, earthquakes, hurricanes and other catastrophic events like power outages or active assailant situations. We offer assistance in reporting claims, provide guidance, and offer continuous support throughout the claim resolution process. To ensure our clients receive the support, we extend our hours of operation and assign a dedicated team of claims professionals as the primary point of contact for clients affected by the event.

- **Property Valuation & Inspection: Suppling or making available associated risk management services including basic property valuations, loss control consulting and inspection services.**

PROPERTY VALUATIONS

Effective management of financial and operational risk begins with accurate property valuation. If not done accurately, there could be serious financial consequences affecting your bottom line. Your Gallagher team has access to **Gallagher Bassett Services, Inc.**, Gallagher's subsidiary that provides appraisal services for clients. Gallagher Bassett representatives have the ability to complete a Marshall Swift estimate. However, this is contingent on the prospective client providing adequate information that will be noted on the Marshall Swift action plan. Once awarded as your broker, Gallagher will work with you to gain understanding of your building appraisal history, strategize a plan to meet the appraisal needs for the City and insurers then evaluate appraisal vendors (in addition to Gallagher Bassett) to determine the best option for the City.

LOSS CONTROL / SITE INSPECTION / ASSESSMENTS

Gallagher's National Risk Control team proposes continuing to support on-site assessments when possible to assess exposures in workers' compensation and liability risk. During these evaluations, the NRC team member will analyze analytical data for the location, including a history of losses with the City's risk management team. This review is intended to prevent similar losses from recurring in the future and to explain to your management team how such losses impact City's total cost of risk. After the inspection, you will receive a report of the findings and the "risk assessment code" (RAC) ranking attached to each finding to allow easy prioritization. Our NRC team can then help City make plans to best address each of the findings to reduce exposures and, ultimately, claims.

- **Loss Control Service: Providing consultation for training, safety, loss control, claims management and related topics in the area of risk management.**

Gallagher's National Risk Control team has more than 100 safety and risk control professionals to help City successfully manage and improve their risk program. Our consultants have extensive industry experience with Public Entity clients and understand the current and emerging risks, regulations, safety and health management systems, and specific operational exposures. We can help you implement risk improvement strategies that focus on human and organizational performance, leading to improving injury reduction outcomes. We do this by first gaining a specific understanding of your business goals and objectives, and we then create a program to complement your operations.

RISK CONTROL SERVICE OFFERINGS	
SITE RISK ASSESSMENT	<ul style="list-style-type: none">• Site risk assessment comprises reviewing operations, identifying potential risks/hazards, and recommending corrective actions. Some services Gallagher can provide include:<ul style="list-style-type: none">- Help develop a gap analysis that allows your risk management department to compare existing programs to your internal standards/best practices.- Provide technical support for the risk management team in areas of safety and risk concerns.
RISK/SAFETY EDUCATIONAL TRAINING	<ul style="list-style-type: none">• Develop/conduct safety educational training for managers, supervisors, and employees. Some services Gallagher can provide include:<ul style="list-style-type: none">- Work with the City's risk management team to determine where specific training may be required.- Help develop a safety training matrix or review the existing training matrix.- Conduct risk/safety training through a virtual platform.
PROGRAM CONSULTATION	<ul style="list-style-type: none">• Program evaluation, assessment, and recommendations for various operational risks. Some services Gallagher can provide include:<ul style="list-style-type: none">- Assist the City safety team in enhancing the mission and scope of activities.- Review existing safety and health procedures and provide recommendations to enhance these procedures.- Review City's fleet safety program and compare the program to the best standards of practice.
SPECIAL PROJECTS	<ul style="list-style-type: none">• Client requested services for emerging risks or concerns. Examples include:<ul style="list-style-type: none">- Collaborate with insurance carrier risk control consultants.

SUPERVISOR DEVELOPMENT SERIES

The City will be able to access Gallagher's exclusive complimentary Loss Control Webcast Series, now available on demand. Watch recordings when it's convenient for you, regardless of work schedules or time zones. Each 45- to 60-minute session highlights key concepts, tools and resources relevant to your organization. Viewers can look forward to broadening their safety knowledge and learning useful, timely strategies to improve and promote safety within their facility.

From a training and assessment standpoint, our NRC group provides a wealth of knowledge and tools for your training and evaluation programs. We recommend that we set time aside to formulate a short term and long term plan around your risk control needs.

RISK CONTROL TECHNOLOGY TOOLS

Gallagher continually develops resources for our clients to mitigate their total cost of risk (TCOR). We deliver a variety of safety and risk control training on multiple platforms, allowing maximum reach to employees. Options include using "live" webinars, electronic newsletters, and face-to-face training when possible. The training will focus on specific risk exposures to educate the City on preventing injuries or claims.

While face-to-face training is the most desirable, Gallagher's NRC team recognizes the logistical difficulty of providing such training for all employees. To address this issue, Gallagher offers a variety of virtual training courses.

Gallagher Safety Training & Education Platform (STEP)

Safety training programs and educational material for employees are critical for reducing losses and minimizing your total cost of risk. Gallagher STEP features online training to support your safety program, provide real-time access to your loss control plans, and keep employees updated with the latest safety standards.

The primary feature of Gallagher STEP is the safety training modules available to all employees within your organization, regardless of size or location. Managers and employees gain annual access to 10 training modules at a time of their choosing, with the opportunity to refresh the 10 modules annually. Depending on your risk management needs, courses can be opened and closed anytime. There is unlimited user access, no per-user fee, unlimited module access to allow real-time review, and additional modules from the 100-plus library, which can be added for a fee.

The currently available modules and descriptions list is over 25 pages long and can be provided upon request. Some popular modules:

- Sexual Harassment and Discrimination
- Slip, Trip, and Fall Training
- Electrical Safety Training
- Back Safety Training
- Blood-borne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Modules are usually 15-30 minutes long and include a quiz at the end to ensure employee engagement. The one exception is the sexual harassment training, modified per individual state requirements. Certificates of completion can be generated for proof of attendance.



GALLAGHER STEP



Gallagher provides an extensive online safety information portal with:

- Skills development series
- Interactive discussions with on-screen or written exams
- Automatic email function notifies employees of training assignments with a direct system link
- Online resource tools, model workplace policies, procedures and forms available, plus human resources self-assessment tools, with the ability to add your own customized information

SUBSCRIPTION SERVICES



You will have access to Gallagher's subscription center and web-based training platform that provides the tools needed to effectively manage and train your staff, communicate important information related to safety and health, and enhance your overall risk management program.

Other Risk Control Resources:

- Risk Management Resources
- Emerging Risk Management Webinars
- Weather & CAT Bulletins

SAFETY ESSENTIALS TRAINING



- GetSET for supervisors helps build management skills and safety knowledge.
- Training can be delivered on-site or via internet in a live workshop setting.
- Workshop webcasts can be conducted to communicate safety problems and concerns.
- Participants can be divided into virtual breakout rooms to solve live concerns.

- **Loss Control Recognition and Incentive: Tracking and providing recognition and incentive to Client departments for loss control, safety activities, and achievement.**

Within our Gallagher STEP program, tracking and reporting of the participants' progress and completion is available on this user-friendly platform.

- **Analysis and Reporting: Providing assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.**

PROPERTY RISK ENGINEERING (ADDED-COST SERVICE)

Gallagher Property Risk Engineering (PRE) supports our property clients globally. Our Property Risk Engineers have specific expertise and will collaborate with you and your organization, as well as the carrier engineers and your property placement team, to develop a comprehensive property risk management plan that addresses your needs. Whether your organization is already a Highly Protected Risk (HPR), or seeks to improve your current risk rating, PRE can provide guidance and support.

PROPERTY RISK ENGINEERING SERVICE CAPABILITIES:

- Review insurance carrier recommendations; develop and negotiate alternatives
- Consult on risk mitigation measures to protect against natural hazards, including earthquake, windstorm, flood, tsunami, and brushfire
- Facilitate recommendation responses from client to carriers and vendors
- Manage third-party risk engineering and appraisal efforts
 - Client owns quality risk engineering reports and data suitable for marketing efforts
 - Property values will be accepted as true and correct in the property insurance marketplace
 - Details represented in the schedule of values (SOV) are correct and complete, allowing for accurate underwriting and the most favorable property insurance rates
- Evaluate Loss Expectancies and risk exposure analyses, including catastrophe modeling
- Ensure property loss control service plans align all internal and external parties in the delivery of consistent documents and advice
- Advise on applicable regulatory issues, code compliance, and pending code changes
- Participate in due diligence for acquisitions, construction, expansion and renovation
- Assist with design specifications and plan review process for construction projects to avoid costly change orders and delays
 - Site location selection
 - Building construction materials, including roof deck and cover design criteria, Insulated Metal Panels (IMPs), exterior cladding and glazing material selection
 - Fire protection design criteria and specifications for system type, piping, pumps, and other appurtenances
 - Special fire extinguishing and detection systems
 - Advice related to green energy efficiency initiatives
- Coordinate loss control activities to support all stakeholders and ensure agreed services are completed in a timely manner
- Coordinate regular meetings with the client's risk management and the property loss control team regarding site visits, recommendations, resolutions, open items, and changes
- Participate in select property risk engineering surveys to ensure alignment with client priorities, operations and personnel
- Assist risk management, local management and safety committees in staff training related to property risk control and fire protection

FINANCIAL ANALYSIS CONSULTING

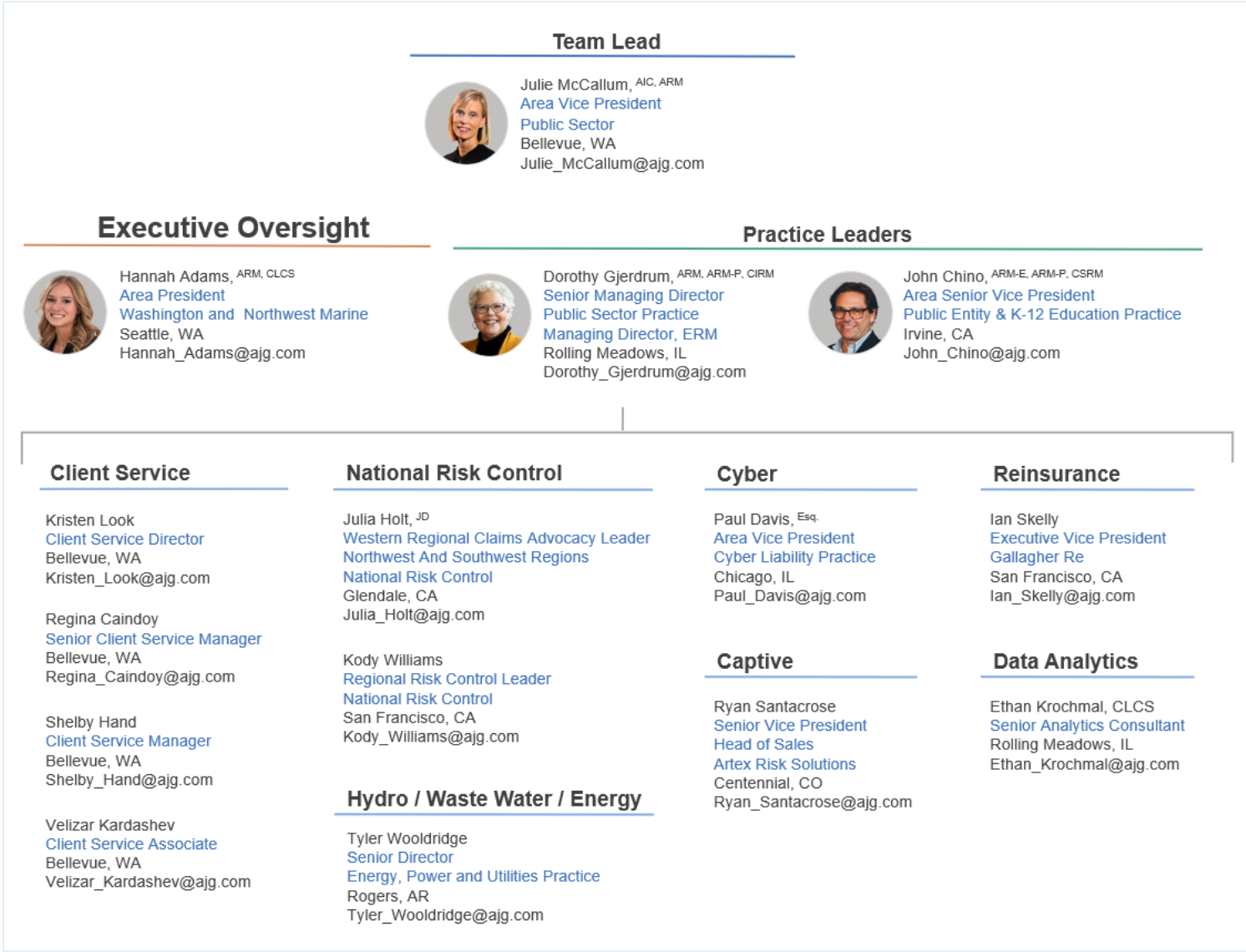
Our professionals will comprehensively review your risk management program by examining your loss history and trend factors. Examples of these services include:

- | | |
|--|--|
| • Benchmarking and trend analysis of client data | • Mod analysis, projections and validation |
| • Required reserve study | • Umbrella limit analysis |
| • Loss stratifications | • Collateral analysis |
| • Deductible threshold analysis | • Coverage limit analysis |
| • Loss projections | |



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Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.



Gallagher Proposed Team Chart









Team Biographies

Team Lead	
	<p>Julie McCallum, AIC, ARM <i>Area Vice President, Producer Lead – Public Sector</i> <i>Bellevue, WA</i> <i>Joined Gallagher in 2004 / Started in Insurance in 1978</i></p> <p>Julie McCallum is a 35+ year property and casualty industry veteran and during her almost 20 years at Gallagher, she has partnered in the service and support of Public Sector risks and complex risk management accounts. She currently provides brokering services for large, complex property schedules and risks with extensive liability exposures. Julie works to develop risk management “best practices” for her clients which include claims management, risk control and data management. Julie has extensive background in workers compensation as well as high retention liability and property programs and data analytics.</p> <p>Julie is responsible for the Gallagher team and all deliverables. Julie began her career in 1978 and joined Gallagher in 2004.</p> <p>Julie has earned an Associate in Claims and an Associate in Risk Management designation. She is a member of the Risk and Insurance Management Society and the Washington Self-Insurer’s Association.</p>
Executive Oversight	
	<p>Hannah Adams, ARM, CLCS <i>Area President Washington and Northwest Marine</i> <i>Seattle, WA</i> <i>Joined Gallagher in 2018 / Started in Insurance in 2017</i></p> <p>Hannah Adams is the branch manager for Gallagher’s Washington and Northwest Marine offices. She provides leadership to the production and service staff while aiding businesses with technical knowledge, brokering assistance and placement of their insurance policies. In her role, Hannah drives organic growth, ensures client retention, recruits and nurtures producers, and identifies and secures new merger partners.</p> <p>Before transitioning into the area president role, Hannah specialized in providing property & casualty insurance brokerage services for nonprofits. She was responsible for providing risk management support while assisting her clients with controlling and minimizing the total cost of risk. Hannah also ensured that her clients had the appropriate coverage. Hannah worked to connect resources needed, addressed coverage-related questions, assisted in marketing efforts, and maintained effective communication channels between clients and insurance carriers.</p> <p>Hannah completed Gallagher’s Summer Internship Program in 2017. Upon completion, Hannah accepted a full-time position with Gallagher in 2018 where she worked with Gallagher’s Nonprofit and Higher Education Practices before becoming area president.</p> <p>Hannah received a bachelor’s degree from Florida State University. She’s earned her Commercial Lines Coverage Specialist (CLCS) and Associate in Risk Management (ARM) designations. Hannah received the Power Broker award and earned the 2021 Rising Star award presented by Risk & Insurance magazine for the nonprofit sector. She is a constituent member of the Overseas Security Advisory Council. She’s also a Red Cross Volunteer and Junior Achievement Volunteer</p>

Practice Leaders	
	<p>Dorothy Gjerdrum, ARM, ARM-P, CIRM <i>Senior Managing Director, Public Sector Practice Managing Director, ERM</i> Rolling Meadows, IL Joined Gallagher in 1999 / Started in Insurance in 1989</p> <p>Dorothy Gjerdrum leads Gallagher's ERM consulting group, overseeing the development of ERM resource material consulting for K12 education, higher education, public sector and nonprofit clients. Her ERM clients include the San Francisco Unified School District, Idyllwild Arts Foundation, University of California system, University of Cincinnati, Johnson County Community College District, and San Diego Zoo Global.</p> <p>Dorothy began her career in 1989 and joined Gallagher in 1999. She has public sector risk management and insurance experience and leads Gallagher's Public Sector and Enterprise Risk Management practices. A recognized national expert on ERM, she helped develop international standards on risk management as a member of the U.S. Technical Advisory Group to ISO 31000 and served as the group's chair from 2008 to 2014.</p> <p>Dorothy received a bachelor's degree at St. Catherine University. She has earned an Associate in Risk Management, an Associate in Risk Management for Public Entities, and a International Certificate in Risk Management designation. Dorothy is a member of the Public Risk Management Association, the Risk Management and Insurance Society and the University Risk Management and Insurance Association. She is also involved with the ISO 31000 Standard on the Practice of Risk Management – U.S. Technical Advisory Group. She is the recipient of the Power Broker Award presented by Risk & Insurance magazine in 2009 and 2012 and was a finalist in 2010 for the public sector category. Business Insurance magazine named her one of its Top 25 Women to Watch and Treasury & Risk magazine named her one of its top 100 leaders in finance in 2012.</p>
	<p>John Chino, ARM-E, ARM-P, CSRM <i>Area Senior Vice President Public Entity & K-12 Education Practice</i> Irvine, CA Joined Gallagher in 1983 / Started in Insurance in 1981</p> <p>John Chino works with clients to establish goals, strategies, marketing, and renewal activities. He participates in renewal meetings, and other meetings as may be necessary, coordinates the completion of actuarial studies, and assists with contract language, coverage agreements and other documents. John's areas of expertise include public entity property & casualty insurance brokerage, policy design/manuscript, market trends and strategy, self-insurance approaches, owner-controlled insurance programs (OCIP), and education and training specialists.</p> <p>John began his career in 1981 and joined Gallagher in 1983. He has specialized in public entities throughout his career. John has created at least eight coverage agreements for individual public entities and public risk pools. He has also helped create and implement group captives and single-parent captives for the public sector. John has formed over 18 self-insured pools in 10 states. His specialties include insurance placement, risk management program administration, and contract review.</p> <p>John received a bachelor's degree from the University of Southern California. He has earned an Associate in Risk Management for Enterprise Risk Management, an Associate in Risk Management for Public Entities, and a Certified School Risk Manager designation. John is a multi-year recipient of the Power Broker Award presented by Risk & Insurance magazine for the public sector category.</p>

Client Service	
	<p>Kristen Look <i>Client Service Director</i> Bellevue, WA Joined Gallagher in 2004 / Started in Insurance in 2004</p> <p>Kristen Look is responsible for the entire client service team supporting all clients in Gallagher's Northwest operation. Kristen is responsible for overseeing and delivering an outstanding client experience as well as responsible for exceeding Gallagher's professional standards requirements.</p> <p>Kristen also manages the day-to-day service on a select group of complex accounts, handling new and renewal account marketing, coverage comparisons and program performance analytics. She has 20 years servicing large, complex accounts.</p>
	<p>Regina Caindoy <i>Senior Client Service Manager</i> Bellevue, WA Joined Gallagher in 2022 / Started in Insurance in 2009</p> <p>Regina Caindoy is a Senior Client Service Manager with extensive experience with Public Sector clients. She is responsible for managing a portfolio of complex clients with large property and vehicle schedules along with layered liability programs. She excels in all areas of customer service with specific attention towards contract review as relates to insurance language and translates highly technical information for our client's understanding. Her responsibilities include assisting in the placement of new and renewal business, negotiating with underwriters and resolving policy and coverage related concerns.</p>
	<p>Shelby Hand <i>Client Service Manager</i> Bellevue, WA Joined Gallagher in 2021 / Started in Insurance in 2021</p> <p>Shelby Hand is primarily responsible in managing the day-to-day client and carrier needs to maintain and service insurance programs efficiently, timely and thoroughly. Shelby is skilled at researching client needs and identifying marketing strategies to ensure proper coverages are placed appropriately and in the best interest of the client.</p> <p>Shelby began her insurance career in 2022 when she joined Gallagher's Achieve Program from which she graduated early in 2023. Shelby was recognized during Client Service Appreciation Week as the Achieve Rising Star from the graduating class of 2023. Shelby's client focus is public sector; she currently supports many of our city and county clients.</p>
	<p>Velizar Kardashev <i>Client Service Associate</i> Bellevue, WA Joined Gallagher in 2023 / Started in Insurance in 2023</p> <p>Velizar Kardashev is responsible for assisting client service managers. He processes endorsements, audits, summaries and checklists for clients, and processes and tracks renewals. Velizar also handles policy checks and reviews, day-to-day client services, certificates, auto ID cards, binders, and invoicing.</p> <p>Velizar began his career when he joined Gallagher in 2023. He is participating in Gallagher's Achieve Program which is designed to develop the participant's career and build a network of peers. Graduates of the Achieve Program are promoted to client service managers.</p> <p>Velizar received a bachelor's degree from the University of Washington.</p>

National Risk Control	
	<p>Julia Holt, JD Western Regional Claims Advocacy Leader, Northwest And Southwest Regions National Risk Control Glendale, CA Joined Gallagher in 2021 / Started in Insurance in 2004</p> <p>Julia Holt is responsible for the oversight of and assignment to a team of regional claims advocates who collaborate with their clients and handle and monitor their complex and high-exposure claims. She consults with her clients regarding their claims and any coverage issues that arise to maximize their insurance recovery. Julia's experience spans numerous first- and third-party insurance lines, including property and casualty, management liability, cyber, crime, and media and entertainment-related policies. She also has experience with reinsurance.</p> <p>Julia began her career in 2004 and joined Gallagher in 2021. Before joining Gallagher, she accrued nearly 20 years of experience as a trial attorney representing insureds in negotiations, litigation, arbitrations, and mediations against insurance companies for million-dollar claims. Julia successfully recovered millions of dollars in insurance proceeds for her individually and corporately insured clients, including numerous Fortune 500 companies. The clients she represented spanned multiple industries, including advertising and marketing, agriculture, automotive manufacturing, chemical manufacturing, commercial construction, consumer products, energy, entertainment and media, financial services, food manufacturing, healthcare, hospitality, pharmaceuticals, private equity, professional services, public higher education, real estate, retail, sports, technology, and telecommunications. Julia's extensive experience as a coverage litigator assists Gallagher's clients in efficiently maximizing their insurance recovery.</p> <p>Julia received a bachelor's degree from the University of California, Los Angeles and a juris doctor from Georgetown University Law Center. She is a member of the State Bar of California.</p>
	<p>Kody Williams Regional Risk Control Leader National Risk Control San Francisco, CA Joined Gallagher in 2018 / Started in Insurance in 2004</p> <p>Kody Williams is responsible for the delivery of solutions supporting client's insurance placement and the development of risk improvement strategies. His areas of strengths include conducting comprehensive risk management process assessments, developing and implementing multi-disciplinary risk management strategies to control risk, managing and monitoring client services directed at controlling cost of risk, and understanding internal and external resources and matching to appropriately control client exposures.</p> <p>Kody began his career in 2004 and joined Gallagher in 2018. He has extensive experience working in the insurance, industrial hygiene, and construction industries delivering risk management services. Kody has a proven track record in developing effective pre and post loss solutions for industry segment niche growth with efficient delivery of services impacting cost of risk. He was a lead trainer in the risk management group for past carriers delivering training on topics such as fleet safety, supervisor leadership, crisis management and many other topics directly related to the clients' needs. Kody has spent most of his career working directly with construction clients from Texas to California. Construction clients included general contractors, HVAC, electrical, street & road, utility, drilling and drywall. Kody also has experience working with clients in the manufacturing, auto dealerships, education, and healthcare industries.</p> <p>Kody received a bachelor's degree from Oklahoma State University.</p>
Hydro / Wastewater / Energy	
	<p>Tyler Wooldridge Senior Director Energy, Power and Utilities Practice Rogers, AR Joined Gallagher in 2012 / Started in Insurance in 2007</p> <p>Tyler Wooldridge assists with the energy team leadership and is responsible for property & casualty brokering, policy structuring, and energy team coordination for a practice that places over \$500 million in premiums in the domestic insurance marketplace. He provides technical knowledge, brokering, and sales of property & casualty insurance, while advising clients on emerging industry risk issues and reducing their total cost of risk. Tyler actively supports the complex property and business interruption insurance programs and associated claims of Gallagher clients in the power generation, renewables and thermal, sector using Gallagher's manuscript property policy as the basis of the risk transfer process.</p> <p>Tyler began his career in 2007 and joined Gallagher in 2012. His career path began as an environmental, health and safety director for TAMKO Roofing Products where he oversaw employee health and safety as well as managed his division's environmental compliance program. Following that position and a brief stint in public education, Tyler's insurance career began as a direct writer with Federated Insurance where he focused on the midstream and downstream portions of the energy sector. At Gallagher, he has focused primarily on complex property and casualty risks in the energy, power and utility space.</p> <p>Tyler received a bachelor's degree from Missouri Southern State University and a master's degree from Pittsburg State University.</p>

	Cyber
	<p>Paul Davis, Esq. <i>Area Vice President Cyber Liability Practice</i> Chicago, IL Joined Gallagher in 2016 / Started in Insurance in 2009</p> <p>Paul Davis is a licensed attorney and dedicated cyber insurance resource for Gallagher clients. As a member of the Cyber Liability Practice, he utilizes his legal background to help clients identify unfavorable insurance policy terms and conditions, contractual risk transfer solutions and potential gaps in coverage. Paul uses his specialized knowledge of cyber insurance to help clients address the rapidly evolving cyber security threat environment with individually tailored risk management solutions. His clients span various industries, including higher education, financial institutions, and retail.</p> <p>Paul began his insurance career in 2009 and joined Gallagher in 2016. He brings both insurance and legal expertise to the team. Paul started his professional career as a law clerk and paralegal at Glatstein & O'Brien, LLP, before transitioning to work as a broker at Aon. He also served as an account manager at Moreton & Company, where he managed a book of new and renewal business consisting of insurance solutions for public, private, and nonprofit risks. Paul has served as an expert resource for all Moreton Company's offices regarding directors & officers liability, cyber, employment practices liability, and professional liability.</p> <p>Paul received a bachelor's degree from Tufts University and a juris doctor from the University of Denver. He is a member of the Professional Liability Underwriting Society and a licensed Colorado attorney. In 2021, Risk & Insurance magazine presented Paul with the Power Broker Award for the cyber sector. In 2021 and 2022, he was a University Risk Management and Insurance Association conference speaker on cyber insurance and cyber exposures.</p>
	Captive Solutions
	<p>Ryan Santacrose <i>Senior Vice President — Head of Sales Artex Risk Solutions</i> Centennial, CO Joined Gallagher in 2015 / Started in Insurance in 2014</p> <p>Ryan Santacrose leads sales for Artex North America and drives organic growth across all Artex captive strategies. His primary focus is partnering with brokers to help mid-sized and large organizations effectively utilize alternative risk strategies, including property & casualty group captives, employee benefit captives, single parent captives, and reinsurance solutions.</p> <p>Most of his time is spent consulting with clients on the design and build phase of new captives through the formation and implementation of the captive. Ryan has been with Artex since 2015, and before that was an intern with Artex's parent company, Gallagher. Ryan received his bachelor's degree in economics and political science from Boston College.</p>
	Reinsurance
	<p>Ian Skelly <i>Executive Vice President Gallagher Re</i> San Francisco, CA Joined Gallagher in 2021 / Started in Insurance in 2016</p> <p>Ian Skelly is the branch manager of the Gallagher Re San Francisco office, and the client advocate for several education pools and healthcare risk retention groups. In addition, he handles reinsurance placements for workers' compensation, regional property, and excess casualty clients.</p> <p>Ian began his career in 2016 and joined Gallagher in 2021. Prior to Gallagher Re, he was a consultant at Deloitte, where he led international engagements for a multitude of companies. Ian has also served in leadership positions in small to mid-sized businesses and nonprofits.</p> <p>Ian received a bachelor's degree from Fort Lewis College and a master's degree from Portland State University. He is a volunteer for New Avenues for Youth.</p>
	Data Analytics
	<p>Ethan Krochmal, CLCS <i>Senior Analytics Consultant</i> Rolling Meadows, IL Joined Gallagher in 2019 / Started in Insurance in 2013</p> <p>Ethan Krochmal delivers analytics capabilities, services, and technologies to Gallagher clients, carriers, and colleagues. His focus is on client-facing consulting services and solutions.</p> <p>Ethan began his career in 2013 and joined Gallagher in 2019. He has extensive InsureTech and consulting experience. Before Gallagher, Ethan worked for an RMIS provider, holding multiple roles ranging from solution implementation to business development and sales. While in the RMIS industry, he became the subject matter expert for numerous solutions and specific industry segments.</p> <p>Ethan received a bachelor's degree from Ohio University.</p>

B. Include a list of contracts the Firm has had during the last three (3) years or to a maximum of ten (10) that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished as explained in section "A" above. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

For each of the clients listed below, all three references are clients of Julie McCallum. Julie has been the team lead since 2020 taking over for retiring producers for reference 1 & 2. Julie and Tyler Woolridge are partners for Snohomish County PUD with Tyler's expertise taking care of the PUD's hydro and water exposures. For all three of these clients as well as the sample list below, the Gallagher team executes the marketing and placement of the insurance policies, provides full account manager services and risk management consultation.

Reference 1	Washington Counties Risk Pool
Location (City/State)	Tumwater, Washington
Contact Name	Derek Bryan, Executive Director
Contact Phone	360-292-4497
Contact Email	Derek@wcrp.wa.gov
Service Dates	2012 to present

Reference 2	Spokane County
Location (City/State)	Spokane, Washington
Contact Name	Dan Gadd, Risk Manager
Contact Phone	509.477.6113
Contact Email	dgadd@spokanecounty.org
Service Dates	2012 to present

Reference 3	Snohomish County PUD
Location (City/State)	Everett, Washington
Contact Name	Kyra Farmer, Risk Manager
Contact Phone	425.783.8389
Contact Email	kcfarmer@snopud.com
Service Dates	1.2020 to present

In addition to the references detailed above, below is a sample list of clients that place their insurance programs in the capable hands of Gallagher's Western Region Public Sector and Energy/Water Practices:

Albuquerque Bernalillo County Water	City and County of San Francisco
City of Albuquerque	City of Glendale
City of Longview	City of Richland
City of Sante Fe	Clark County Public Utilities
East Bay Municipal Utility District	Santa Clara Valley Water District
Thurston County	Whatcom County

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

To the best of our knowledge, Gallagher has not had any contracts terminated for default in the past five (5) years.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation can be commission, fee, or a combination, but should be disclosed as a maximum and minimum for Proposal purposes. All commissions, including contingent commissions are to be disclosed. Contingent commissions are not a disqualifying factor. The City believes in performance-based payments and would encourage such Proposals. The successful Firm will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs of the City. The Proposal shall include a clear statement of the services for which compensation would be in the form of fees from the City and to what extent, if any, compensation would rely upon commissions paid by Underwriters. If there are expenses that are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

OUR APPROACH TO COMPENSATION

We see a wide range of compensation arrangements from our competitors with the overwhelming lesson being that there is a tremendous lack of consistency. Similar risk profiles with similar service needs can see a wide swing in pricing, even with the same broker. We strive for a consistent and disciplined approach to ensure a competitive and user-friendly approach for our clients and adequate compensation to allow us to deliver exceptional service and solutions.

Our service model and compensation approach are differentiated from our competitors in that we integrate all necessary services on an ongoing basis into our core service and compensation agreements. This avoids negotiation and payment by our clients of additional ad-hoc fees for such services, which are often housed in separate silo profit centers by our competitors to allow them to sell lower fees for their "core" service offering and then sell fully loaded retail fees for additional services. Such services are not free-standing profit centers at Gallagher — they are integrated into our core brokerage and risk services offering as outlined below.

We prefer to work with our Public Sector clients on a Fee Arrangement. Our goal is to work with underwriters to quote at zero commission as long as the removal of commission is advantageous to the City with comparable reduction in premium. Any commissions received from the placement of your policies will be disclosed and deducted from our fee.

If Gallagher places any new policies to enhance the City's insurance program, such policies will be compensated on a Commission basis.

Gallagher is proposing a \$75,000 Annual Fee with a 3% automatic increase at each renewal. Additionally, we are open to a performance based arrangement with agreed upon milestones that are able to track (without being too cumbersome) and conversely if such milestones are not met, a percentage of our fee will be at risk.

COMPENSATION PHILOSOPHY

Gallagher is 100% transparent when it comes to compensation arrangements. All revenue earned by Gallagher and its affiliates is disclosed to you. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission, if any.

Core Brokerage & Risk Services for City of Spokane - *included in our Fee*

Advice, marketing, placement and servicing of excess workers compensation, casualty (primary & excess) property, equipment breakdown, terrorism, crime, cyber and inland marine.

BROKERAGE SERVICES

- CORE360® Pre-renewal Strategic Review
- Marketing
- Coverage/Terms/Retentions/Premium Analysis
- Placement
- CORE360® Executive Summary
- Auto ID Cards/Certificates of Insurance
- Invoicing
- Endorsements
- Ongoing communication of new products, available webinars, conferences,
- Monthly Check-In Calls/Meetings
- Ongoing carrier meetings with underwriters and loss control

TOOLS & ANALYTICS

- Gallagher Forecast
- Gallagher Submit
- Gallagher Go
- CSR24 - Certificate Management & Issuance
- Gallagher Drive/Benchmarking & Placement Analytics
- Archipelago
- Risk Mapping and Exposure Identification
- Loss Forecasting, Reserve Analysis
- Gallagher STEP
- Subscription Center
- eRisk Hub
- National Risk Control Webinars

Contract Review as it relates to indemnities, insurance requirements & risk of loss

Required Travel Expenses

National Risk Control – Claims Advocacy, Risk Control Consulting, Property Risk Engineering, and Fleet Safety Consulting

Optional Services Available and Priced **SEPARATELY** Based on Scope of Work

Inbound Certificate Tracking - Gallagher Verify	Separate Fee
Property evaluations/appraisals	Separate Fee
Design and Implementation of Loss Prevention Program	Separate Fee
Certified Actuarial Analysis and Reporting	Separate Fee
Cyber Consulting	Separate Fee
ESG and ERM Services	Separate Fee

COMPENSATION DISCLOSURE

One of the core values highlighted in *The Gallagher Way* states, “We are an Open Society,” and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as “supplemental commissions” are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client’s account, the facility may have earned and retained customary brokerage commission or fees for its work.
5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

The Gallagher Way

Shared Values at Arthur J. Gallagher & Co. are the rock foundation of the Company and our Culture. What is a Shared Value? These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. What are some of Arthur J. Gallagher's & Co.'s Shared Values?

- 01 WE ARE A SALES AND MARKETING COMPANY DEDICATED TO PROVIDING EXCELLENCE IN RISK MANAGEMENT SERVICES TO OUR CLIENTS.
- 02 WE SUPPORT ONE ANOTHER. WE BELIEVE IN ONE ANOTHER. WE ACKNOWLEDGE AND RESPECT THE ABILITY OF ONE ANOTHER.
- 03 WE PUSH FOR PROFESSIONAL EXCELLENCE.
- 04 WE CAN ALL IMPROVE AND LEARN FROM ONE ANOTHER.
- 05 THERE ARE NO SECOND-CLASS CITIZENS – EVERYONE IS IMPORTANT AND EVERYONE'S JOB IS IMPORTANT.
- 06 WE'RE AN OPEN SOCIETY.
- 07 EMPATHY FOR THE OTHER PERSON IS NOT A WEAKNESS.
- 08 SUSPICION BREEDS MORE SUSPICION. TO TRUST AND BE TRUSTED IS VITAL.
- 09 LEADERS NEED FOLLOWERS. HOW LEADERS TREAT FOLLOWERS HAS A DIRECT IMPACT ON THE EFFECTIVENESS OF THE LEADER.
- 10 INTERPERSONAL BUSINESS RELATIONSHIPS SHOULD BE BUILT.
- 11 WE ALL NEED ONE ANOTHER. WE ARE ALL COGS IN A WHEEL.
- 12 NO DEPARTMENT OR PERSON IS AN ISLAND.
- 13 PROFESSIONAL COURTESY IS EXPECTED.
- 14 NEVER ASK SOMEONE TO DO SOMETHING YOU WOULDN'T DO YOURSELF.
- 15 I CONSIDER MYSELF SUPPORT FOR OUR SALES AND MARKETING. WE CAN'T MAKE THINGS HAPPEN WITHOUT EACH OTHER. WE ARE A TEAM.
- 16 LOYALTY AND RESPECT ARE EARNED – NOT DICTATED.
- 17 FEAR IS A TURN-OFF.
- 18 PEOPLE SKILLS ARE VERY IMPORTANT AT ARTHUR J. GALLAGHER & CO.
- 19 WE'RE A VERY COMPETITIVE AND AGGRESSIVE COMPANY.
- 20 WE RUN TO PROBLEMS – NOT AWAY FROM THEM.
- 21 WE ADHERE TO THE HIGHEST STANDARDS OF MORAL AND ETHICAL BEHAVIOR.
- 22 PEOPLE WORK HARDER AND ARE MORE EFFECTIVE WHEN THEY'RE TURNED ON – NOT TURNED OFF.
- 23 WE ARE A WARM, CLOSE COMPANY. THIS IS A STRENGTH – NOT A WEAKNESS.
- 24 WE MUST CONTINUE BUILDING A PROFESSIONAL COMPANY – TOGETHER – AS A TEAM.
- 25 SHARED VALUES CAN BE ALTERED WITH CIRCUMSTANCES – BUT CAREFULLY AND WITH TACT AND CONSIDERATION FOR ONE ANOTHER'S NEEDS.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

– ROBERT E. GALLAGHER, MAY 1984

Gallagher Tenet #11

We all need one another. We are all cogs in a wheel.

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, LLC (License No. 100292093 and 0D69293).

Owners and officers	Title
ARTHUR J. GALLAGHER & CO.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): 312-704-0100 FAX (A/C, No): 312-803-7443 E-MAIL ADDRESS:
INSURED Arthur J Gallagher, LLC 2850 West Golf Road Rolling Meadows, IL 60008	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Arch Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11150 30830

COVERAGES**CERTIFICATE NUMBER:** 777427881**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		41GPP4938417	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41CAB4938317 41CAB4939017	10/1/2024 10/1/2024	10/1/2025 10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	44WCI0501917 41WCI4938117	10/1/2024 10/1/2024	10/1/2025 10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage extends to: Arthur J. Gallagher Risk Management Services, LLC 10900 NE 8th Street, Suite 750, Bellevue, WA 98004

City of Spokane is included as Additional Insured with respect to General Liability coverage as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41GPP4938417

Named Insured: Arthur J. Gallagher, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2024



CITY OF SPOKANE – PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR PROPOSALS

<u>RFP NUMBER:</u> 6325-25	<u>PROPOSAL DUE DATE:</u> MONDAY, MARCH 3, 2025
<u>RFP TITLE:</u> Risk Management Insurance Brokerage Services	<u>TIME:</u> 1:00 P.M.
<u>RFP COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department	<u>PROPOSAL SUBMITTAL:</u>
<u>PRE-SUBMITTAL MEETING:</u>	All Proposals shall be submitted electronically through the ProcureWare online procurement system portal:
<u>QUESTION DEADLINE:</u> MONDAY, FEBRUARY 24, 2025	https://spokane.procureware.com by the due date and time.
<u>TIME:</u> 1:00 P.M.	

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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Risk Management Department (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing all insurance needs for the City to include but not limited to, workers' compensation, property, cyber, drone, terrorism and casualty insurance broker services along with other insurance related consultant services as described in this RFP.

The City has approximately 2,000 permanent employees and provides a full range of services to the citizens of Spokane including Police, Fire, Water (to include a dam operation), Wastewater Treatment and Sewer Maintenance, Solid Waste Management and Disposal, and Parks & Recreation.

Our current insurance program structure includes a self-insured retention of \$1,500,000 on workers' compensation and liability exposures and \$1,000,000 property exposures and \$100,000 on cyber exposures. Some of the unique properties have separate property insurance policies that carry smaller retention limits. Workers' compensation claims are self-administered; however, the City has a current contract with Davies Claims Solutions to act as a third-party administrator for liability and other claims.

The City has two safety positions that provide safety activity and compliance coordination for the City.

1.3 MINIMUM QUALIFICATIONS

The Proposer must have at least ten (10) years of experience in public sector or governmental placement.

Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be for a period of five (5) years. Contract is renewable upon mutual agreement.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 PROHIBITION ON PREMATURE APPROACH TO MARKETS:

Prospective Proposers are cautioned that receipt of this Request of Proposals document is not to be considered an authorization to approach any insurance markets on the City's behalf. It is specifically requested that no solicitations of markets be made, and no market reservations be made as respects to any insurance or reinsurance to be provided for the City. Doing so may result in the offending Firm's disqualification from the selection process.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	2/24/2025 – 1:00 p.m.
Proposals Due	3/3/2025 – 1:00 p.m.
Evaluation, Negotiation and Contract Award	March, 2025
Begin Contract Work	April, 2025

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm – Broker, Consultant, Individual, or Company including Sub-consultants whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

2.1 PROGRAM ORGANIZATION

The City is open to new ways to finance its risk. The City has a current retention of \$1,500,000 for workers' compensation and \$1,500,000 for liability, \$1,000,000 for property and \$100,000 for cyber, but continually evaluates if this is a cost-effective transfer of risk, long term. In addition to the functions in the scope of work, the selected Firm is asked to recommend risk financing alternatives that their organization can support.

2.2 SCOPE OF SERVICES

The selected Firm will review and develop alternative risk financing options to be compared against the current insurance program design. If any alternative options are chosen, the selected Firm will become the broker of record or appropriate professional for insurance placements.

While the exact range and extent of services is subject to negotiation and is dynamic with our changing organization, it is anticipated that the selected Firm shall provide as a minimum, professional services and dedicated personnel necessary to perform the following:

- Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.
- Develop a complete understanding of the City's areas of exposure and consult with the City about short and long term solutions.

- Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.
- Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. This analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction.
- Plan and conduct pre-renewal and renewal meetings which are required and will be in-person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.
- Identify programs, products, and insurers capable of meeting the City's insurance and risk transfer needs and prepare bid specifications for markets capable of quoting on City risks.
- When authorized by the City, approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.
- Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.
- Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.
- Provide verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services.
- Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.
- Provide consultation services for City as to risk related issues in contractual arrangements which can include review of the contract for risk related issues and recommend policies and limits to ensure an adequate transfer of risk to the contractor.
- Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.
- Provide options for special event insurance coverage for organizations and persons performing temporary business within the auspices of the City.
- Provide support in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.
- Provide catastrophic claims management consultation, evaluation, and service.
- Supply or make available risk management services including basic property valuations, loss control consulting and inspection services.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan. In Part 2, "Scope of Services", Paragraph 2.1 "Program Organization", the City stated it is open to new ways to finance its risk. The information will be restated here to provide maximum clarity. The City has a current retention of \$1,500,000 for workers' compensation and \$1,500,000 for liability but continually evaluates if this is a cost-effective transfer of risk, long term. In addition to the functions in the scope of work, the Proposer is asked to recommend risk financing alternatives that their organization can support as part of their Proposal.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services and with specific content including the following:

- Public Sector. Relevant insurance placement, account handling experience and client references shall be presented in detail, with all experience cited to be recent and to have been performed, to a considerable degree, by members of the proposed account team. Emphasis shall be given to identifying comparable services for public sector organizations. For each client reference, a brief description of services provided, when provided, and name, title phone number, and email address of the principal contact person should be shown. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.
- Alternative Risk Financing. Review and evaluation of other means of risk financing such as captives, pooling programs, etc.
- Understanding & Program Development: Developing a complete understanding of the Client's areas of exposure, and consulting regarding short and long term solutions. Attending Client Management Meetings when requested.
- Annual Program Evaluation: Annual evaluation in writing and presentation of existing insurance contracts and claims history along with making recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the Client.
- Market Analysis: Preparation of market analysis and forecasting by insurance line prior to each renewal. Analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction. Making conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.
- Manuscript Programs: Identification of programs, products and insurers capable of meeting the Clients insurance and risk transfer needs. This includes special risk specific programs deemed advantageous i.e.: hydroelectric, wastewater treatment facilities, and waste to energy facility. Assisting in design of manuscript policy forms as needed. Preparation of bid specifications for markets capable of quoting on Client risks.
- Marketing Client's Portfolio: Preparation of insurance marketing portfolio by working with Client to gather underwriting specifications, loss runs, values and data. Formatting a formal presentation of marketing to insurance markets and underwriters.
- Planning and conducting pre-renewal and renewal meetings which are expected and will be in-person in the City of Spokane's main offices located at 808 W Spokane Falls Blvd, Spokane, WA.
- Access to Markets: Have access to global insurance markets and, when authorized by the Client, approaching appropriate markets on behalf of the Client to obtain pricing and coverage descriptions. Obtaining, when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities for each type of risk or risk financing structure.

- **Purchase Consultation:** Presenting for the Client in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.
- **Policy Evaluation:** Negotiating on the Client's behalf the details of insurance contracts with selected carriers or risk facility and auditing resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the Client. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices and other insurance related documents prior to delivery.
- **Insurance Certificates:** Providing certificates of insurance, verification of coverage or financial responsibility as needed by the Client to satisfy lessors, contractors and other parties from whom the Client seeks services. This includes vehicular "proof of liability insurance" as required by law.
- **Special Event Coverage:** Providing available special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the Client.
- **Risk Transfer Contract Review:** Providing consultation services for the Client as to risk related issues in contractual arrangements. Participating in and/or reviewing the transfer of risk where contractually appropriate.
- **Loss Documentation:** Providing support when requested in preparing proofs of loss or claims reports and assisting in obtaining loss settlements from insurers.
- **Catastrophic Claims Management:** Providing catastrophic claims management consultation, evaluation and service.
- **Property Valuation & Inspection:** Supplying or making available associated risk management services including basic property valuations, loss control consulting and inspection services.
- **Loss Control Service:** Providing consultation for training, safety, loss control, claims management and related topics in the area of risk management.
- **Loss Control Recognition and Incentive:** Tracking and providing recognition and incentive to Client departments for loss control, safety activities, and achievement.
- **Analysis and Reporting:** Providing assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years or to a maximum of ten (10) that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished as explained in section "A" above. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part

of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation can be commission, fee, or a combination, but should be disclosed as a maximum and minimum for Proposal purposes. All commissions, including contingent commissions are to be disclosed. Contingent commissions are not a disqualifying factor. The City believes in performance-based payments and would encourage such Proposals. The successful Firm will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs of the City. The Proposal shall include a clear statement of the services for which compensation would be in the form of fees from the City and to what extent, if any, compensation would rely upon commissions paid by Underwriters. If there are expenses that are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Point scoring is preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 40% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	40 Points (Maximum) 40 Points (Maximum)	80 points
MANAGEMENT PROPOSAL – 35% Firm and Staff Experience/Capabilities/Qualifications	70 Points (Maximum)	70 points
COST PROPOSAL – 25%	50 Points (Maximum)	50 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference is the following background document:

Attachment 1 – Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606		CONTACT NAME: PHONE (A/C, No, Ext): 312-704-0100 E-MAIL ADDRESS: certrequests@ajg.com		FAX (A/C, No): 312-803-7443
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Lexington Insurance Company		19437
		INSURER B: XL Specialty Insurance Company		37885
		INSURER C: Underwriters at Lloyd's London		15792
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 580126198 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			016024438	10/1/2024	10/1/2025	Per Claim/Aggregate \$12,000,000
B	Excess Errors & Omissions			ELU199733-24	10/1/2024	10/1/2025	Per Claim/Aggregate \$10,000,000
C	Excess Errors & Omissions			FI0121924	10/1/2024	10/1/2025	Per Claim/Aggregate \$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to: Arthur J. Gallagher Risk Management Services, LLC 10900 NE 8th Street, Suite 750, Bellevue, WA 98004.

CERTIFICATE HOLDER **CANCELLATION**

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

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Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department / Facilities
Contact Name	Raylene Gennett / Dave Steele
Contact Email & Phone	509-625-7821 / 6064
Council Sponsor(s)	CM Dillon and CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane's Upriver Dam Facility has long needed modernization to improve overall energy efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room / meeting space, minor office upgrades, and improving the public interface of the Facility for tours and educational visits.</p> <p>This is the Architectural & Engineering consulting contract amendment that will provide redesign that includes the remodel of the existing break room, creating a new conference room and the creation of a new office.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$43,860.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 4100-42490-94340-56501-11026 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="padding: 10px; border: 1px solid #ccc;"> As a critical City service, the Water Department provides services to all areas of the City. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. Upriver Dam is uniquely utilized by the local community for educational purposes with regional student tours at all ages provided. </div>	

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?

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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

Renovations at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract management best practices will be used to ensure desired outcomes and regulatory compliance.

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

This investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.



CITY OF SPOKANE

CONTRACT AMENDMENT

**Title: DESIGN AND ENGINEERING SERVICES FOR
UPRIVER DAM BUILDING INTERIOR REMODEL**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTEGRUS**, whose address is 10 South Cedar, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to Design and Engineering Services for Upriver Dam Building Interior Remodel; and

WHEREAS, additional services are needed, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated November 29, 2023 and November 30, 2023, 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 Amendment shall become effective on March 4, 2025, and shall end October 31, 2025.

3. ADDITIONAL WORK.

The original contract is amended to include additional redesign and remodel services as noted in the attached Proposal dated March 4, 2025.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-THREE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$43,860.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Amendment by having legally binding representatives affix their signatures below.

INTEGRUS

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 to this Amendment:

Company's Proposal dated March 4, 2025

25-094

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/14/2025

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

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

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: Wendy Christeson PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: wendy.christeson@usi.com FAX (A/C, No): 610-362-8530	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Sentinel Insurance Company Ltd.	
		INSURER B : Everest National Insurance Company	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	52SBAAF5411	09/01/2024	09/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	52SBAAF5411	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000	X		52SBAAF5411	09/01/2024	09/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	52SBAAF5411	09/01/2024	09/01/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Incl. Pollution		X	AAEP000833241	05/30/2024	05/30/2025	\$5,000,000 per claim \$5,000,000 annl aggr.

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

RE: Project #22357.00 Spokane Water Department- Upriver Dam Office.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B., EXCLUSIONS, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:
- a. **Fellow Employee**
Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
 - b. **Care, custody or control**
Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:
The following are "insureds":
- a. You.
 - b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
 - c. Anyone else while using a "hired" auto" or "non-owned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
 - d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. With respect to the operation of a "non-owned auto":

- 1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

- (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

- 1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your

"employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

- 2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".
2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".
5. The provisions of Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

26. Unintentional Errors and Omissions

The unintentional failure by **you** or any insured to provide accurate and complete representations as of the inception date of this policy will not prejudice the coverages afforded by this policy, provided you inform **us** of such failure promptly after **your** discovery thereof and pay, within the time limits set forth in **our** additional premium invoice, any additional premium **we** determine is applicable (if any).

27. Waiver of Subrogation

- a. **You** may waive **your** rights against another party if required in written contract executed prior to any **accident**, loss, claim, **suit**, **wrongful act**, **injury**, offense or **occurrence**.
- b. In the event of any payment under this policy, **we** shall be subrogated to the extent of such payment to all **your** rights of recovery therefor. **You** shall execute all papers required and do anything else that may be necessary, advisable or desired, at **our** expense, to secure such right. **We** will act in concert with any other interests concerned, i.e., **you** and any other insurer participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.
- c. If this policy includes a Kidnap and Ransom Coverage Part, then in the event of any payment under such Coverage Part:
 - (1) **We** will be subrogated to an **insured person's** rights of recovery. In such case the **insured person(s)** will execute all documents required and will do everything necessary to secure and preserve such right including the execution of such documents necessary to enable **us** to bring **suit** in **your** name; and
 - (2) All recoveries, less the actual cost to **us** of recovery, will be distributed firstly to **us** for all amounts paid by **us** under the Kidnap and Ransom Coverage Part and any remainder will be paid to **you**.
- d. If any amount is recovered as a result of a subrogation proceeding, the net amount recovered after deducting the costs of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there is no recovery, the expense of any subrogation proceeding shall be borne proportionately by the interests involved in the proceeding.

28. When **We** Do Not Renew – Ninety (90) Days Advance Notice

If **we** decide not to renew this policy or any Coverage Part of this policy, **we** will mail or deliver to the first Named Insured shown in the Declarations written notice of non-renewal. Such notice will be mailed or delivered at least ninety (90) days before the end of the policy term set forth in Declarations.

If such notice is mailed, proof of mailing will be sufficient proof of notice.

We will mail or deliver **our** notice of non-renewal to the first Named Insured's "principal place of business address" set forth in the Declarations, and shall endeavor to mail or deliver a copy (for convenience purposes only) to the "mailing address" set forth in the Declarations. For the avoidance of doubt, if either such address has been updated by endorsement, then such respective updated address shall govern.

If **we** non-renew either this policy, or any Coverage Part in conjunction with which **we** have issued **local underlying policies**, then **we** will also non-renew all **local underlying policies** concurrently with the non-renewal of this policy or pertinent Coverage Part where permitted by, and in accordance with, the law of the applicable country or jurisdiction.

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M., June 13, 2024

Forms a part of Policy No.: WS11020840

Issued to: INTEGRUS ARCHITECTURE P.S.

By: Insurance Company Of the State of Pennsylvania

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN COMMERCIAL PACKAGE POLICY

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under **your** FOREIGN COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Designated Construction Project(s):

21443.00 Ashgabat, Turkmenistan
21615.00 Colombo, Sri Lanka
21643.00 Hyderabad, India
21727.00 Nairobi, Kenya
21900.00 Nassau, Bahamas
22006.00 Podgorica, Montenegro
22241.00 Ashgabat, Turkmenistan ? Phase II
22265.00 Riyadh, Saudi Arabia

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the Insured becomes legally obligated to pay as damages caused by **occurrences** under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Foreign Commercial General Liability Coverage Part Schedule of Limits.
2. The Designated Construction Project General Aggregate Limit is the most **we** will pay for the sum of all damages under COVERAGE A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and for medical expenses under COVERAGE C regardless of the number of
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M., June 13, 2024

Forms a part of Policy No.: WS11020840

Issued to: INTEGRUS ARCHITECTURE P.S.

By: Insurance Company Of the State of Pennsylvania

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Foreign Commercial General Liability Coverage Part Schedule of Limits nor shall they reduce any other Designated Construction Project General Aggregated Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Foreign Commercial General Liability Coverage Part Schedule of Limits for Each **Occurrence**, Damage to Premises Rented to **You** and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Foreign Commercial General Liability Coverage Part Schedule of Limits, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 12

This endorsement, effective 12:01 A.M., June 13, 2024

Forms a part of Policy No.: WS11020840

Issued to: INTEGRUS ARCHITECTURE P.S.

By: Insurance Company Of the State of Pennsylvania

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

FOREIGN BUSINESS AUTO LIABILITY COVERAGE PART

FOREIGN BUSINESS AUTO LIABILITY AND PHYSICAL DAMAGE COVERAGE PART

The following sub-section is added to the end of "**COVERAGE A. LIABILITY COVERAGE**", "**5. Who Is An Insured**":

- d. Any person or organization **you** are obligated to include as an additional insured under this policy as a result of any contract or agreement **you** enter into which requires **you** to furnish insurance to such person or organization of the type provided by this policy, but only with respect to liability arising out of a **covered auto**. However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. The following is added to SECTION A. - COVERAGES:

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if the requirements of (1) and (2) below are satisfied:

(1) (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(2) For care and loss of services; and

(3) For consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (4) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury was substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, occupational disease, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of any:

- (1) Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee"; or
- (2) Other employment or personnel-related decisions, practices, policies, acts or omissions.

g. Failure To Comply With Workers' Compensation Law

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356a);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Mine Safety and Health Act of 1977 (30 USC 801 et. seq.), which includes the Black Lung Benefits Reform Act of 1977 (30 USC Sections 901-944);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

- B.** The Coverage Extension - Supplementary Payments provisions apply to Coverage – Stop Gap Employers Liability as well as to Business Liability Coverage.
- C.** For the purposes of this endorsement, **SECTION C. - WHO IS AN INSURED**, is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- D.** For the purposes of this endorsement, **SECTION D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**, is replaced by the following:
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The **BODILY INJURY BY ACCIDENT - EACH ACCIDENT** Limit shown in the Declarations is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
 3. The **BODILY INJURY BY DISEASE - POLICY LIMIT** shown in the Declarations is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the **BODILY INJURY BY DISEASE - EACH EMPLOYEE** Limit shown in the Declarations is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

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

- E.** For the purposes of this endorsement, the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (**SECTION E. - LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**), is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, the definition of "coverage territory" (SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS) is replaced by the following:

"Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in 1. above; or
3. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but who is away for a short time on your business;

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

G. The following definitions are added to SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Workers' Compensation Law" means the Workers' Compensation Law, any Occupational Disease Law, or similar laws of Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" (SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS) does not apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA LIABILITY PROVISIONS

This supplemental contract modifies insurance provided under the policy to which it is attached.

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

SECTION I - COVERAGES

INSURING AGREEMENTS

A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV – LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
 - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
 - b. Prior to the "policy period", no "insured" listed under Paragraph **A.** of Section **III – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or

authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **A.** of Section **III – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. Exclusions

This policy does not apply to:

1. Pollution

Any obligation:

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- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - (1) By reason of any such claim or suit or any such injury or damage; or
 - (2) In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;
- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalis;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the

Extension Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception **b.** does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, or handled for movement into, onto or from, any "auto";
 - (b) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (c) Being stored, disposed of, treated or processed in or upon any "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)**. of the definition of "mobile equipment" in the Business Liability Coverage Form.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Workers' Compensation and Similar Laws

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

4. Personal and Advertising Injury

"Personal and advertising injury".

EXCEPTION

This exclusion does not apply if "underlying insurance" is applicable to "personal and advertising injury" and to claims arising out of that "personal and advertising injury".

5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

- a. Watercraft you do not own that is:
 - (1) Less than 51 feet long; and
 - (2) Not being used to carry persons for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage to Property

"Property damage" to property you own.

10. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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11. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

12. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

13. Recall of Products, Work or Impaired Property

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

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

14. Expected or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Employer Liability

With respect to coverage afforded any of your "employees", to "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;

- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee";
- c. To you, or any of your partners or members (if you are a partnership or joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs **a.** and **b.** of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

EXCEPTION

Subparagraphs **a.** and **b.** of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Extension Schedule of Underlying Insurance Policies.

16. Property Damage to Employee's Property

With respect to coverage afforded any of your "employees", to "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company);

17. Uninsured or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

unless this policy is endorsed to provide such coverage.

18. Employment Practices Liability

Any injury or damage to:

1. A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or

(c) Any employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

2. The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the "insured" may be liable as an employer or in any other capacity; and
- ii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

20. Asbestos

Any injury, "damages", loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for "damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

22. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

23. Limited Underlying Coverage

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. An "underlying insurance" policy or policies specifically provides coverage; but that
- b. Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Extension Schedule of Underlying Insurance Policies.

24. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

- A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

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1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period";

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits", are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B.** You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition

to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.

- C.** We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

- A.** If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
3. A limited liability company, you are an "insured". Your members are also "insureds", but with only respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

- B.** Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:
 - a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - b. Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of

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liability at least as high as set forth in the Extension Schedule of Underlying Insurance Policies, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this policy.

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
 - b. Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance".
 - c. Beyond the period of time required by the written contract, written agreement or permit.
3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed
 4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to any "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
 - D. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:

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

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

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. Each person or organization, not included as an "insured" in Paragraphs **A.**, **B.**, **C.**, **D.**, or **E.**, who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Extension Schedule of Underlying Insurance Policies.

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SECTION IV - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made or "suits" brought;
 3. Persons or organizations making claims or bringing "suits"; or
 4. Coverages under which "damages" are covered under this policy.
- B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
1. Because of injury or damage included within the "products-completed operations hazard";
 2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
 3. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any "auto".
- C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".
- D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
- E. Subject to B., C., or D. above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- F. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
- G. The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A. The insurance does not apply:
1. To "bodily injury" or "property damage":
 - a. With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
 - a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- B. As used in this exclusion:
- "Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION VI - CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with the Premium Section of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium.

At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

B. Inspection and Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

C. Duties In The Event Of Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
 - (a) You, or any additional insured that is an individual;
 - (b) Any partner, if you or an additional insured are a partnership;
 - (c) Any manager, if you or an additional insured are a limited liability company;
 - (d) Any "executive officer" or insurance manager, if you or an additional insured are a corporation.
 - (e) Any trustee, if you or an additional insured is a trust; or
 - (f) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

UMBRELLA LIABILITY PROVISIONS

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any "insured", you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.
3. You and any other involved "insured" must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (d) Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.
4. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:
 - (a) The total limits of "underlying insurance"; or
 - (b) The "self-insured retention" if no "underlying insurance" applies without our consent.
5. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

D. Assistance and Cooperation of the Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and

2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

E. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an "insured"; or
- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention", we may elect to make such appeal, at our cost and expense. If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
 2. Disbursements; and
 3. Additional interest incidental to such appeal;
- but in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and

- c. Any increase in "damages" over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a "self-insured retention", this policy shall contribute therewith with respect to "damages".

However, we shall not be liable for a greater proportion of such loss than the amount which would have been payable under this policy bears to the sum of:

1. Said amount; and
2. The amounts which would have been payable under each other umbrella policy applicable to such loss, had each such policy been the only policy so applicable.

H. Transfer Of Rights Of Recovery Against Others To Us

- a. If the "insured" has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Recoveries shall be applied to reimburse:
 - (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
 - (2) Second, us, along with any other insurers having a quota share interest at the same level;
 - (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

J. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the Declarations, this insurance applies:

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

K. Maintenance of Underlying Insurance

Policies affording in total the coverage and limits stated in the Extension Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

UMBRELLA LIABILITY PROVISIONS

L. Cancellation

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.
4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Nonrenewal

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of nonrenewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

O. Bankruptcy or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Extension Schedule of Underlying Insurance Policies are accurate and complete;
- c. The statements in **a.** and **b.** are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- C. **"Covered pollution cost or expense"** means any cost or expense arising out of:
 1. Any request, demand or order; or
 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

 1. That are, or that are contained in any property that is:
 - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

- b. Otherwise in the course of transit by or on behalf of the "insured"; or
 - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
2. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
 3. After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

1. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
2. The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment" in the Business Liability Coverage Form.

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

1. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
2. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

D. "Damages" means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

The following are not considered "damages" and are not covered by this policy:

1. Fines, penalties, sanctions or taxes;
2. Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or

3. Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this policy.

E. "Insured" means any person or organization qualifying as an "insured" in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

F. "Occurrence" means:

1. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and
2. With respect to "personal and advertising injury", an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

G. "Policy period" means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

H. "Self-insured retention" means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

I. "Underlying insurance" means the insurance policies listed in the Extension Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance". The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

UMBRELLA LIABILITY PROVISIONS

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.

AMEND INSURED/POLLUTION INCIDENT ENDORSEMENT

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Integrus Architecture, P.S.	AAEP000833-241	5/30/2024 – 5/30/2025	Everest National Insurance Company	5/30/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is hereby understood and agreed that SECTION XX.S. **Insured** is amended by the addition of the following:

Insured also means the **Named Insured’s** clients, but only:

- 1. with respect to such client’s liability for **Pollution Incidents** arising from the **Named Insured’s** activities or the activities of any person or entity for whom the **Named Insured** is legally liable; and
- 2. if a written contract or written agreement is in effect between the **Named Insured** and such client requiring the client to be named as an additional insured under this Policy for such coverage as set forth in Paragraph 1. above.

Notwithstanding anything to the contrary in this Policy, the coverage provided to such client under this Policy is limited to the amount to insurance required by such written contract or written agreement or available under the applicable Limits of Liability of this Policy, whichever is less, and ends when the **Named Insured’s** activities for such client are completed or at the expiration of the **Policy Period**, whichever is sooner. This shall not increase the applicable “Per **Claim**” and “Aggregate” Limits of Liability shown in ITEM 5 of the Declarations. No client is insured under this Policy for a **Pollution Incident** arising out of such client’s own acts, errors or omissions. If any project-specific insurance applies, this Policy shall remain excess over such project-specific insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Representative

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger or acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

< Business Lookup

License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2025	Sep-02-2011
Minor Work Permit				Active	Jun-30-2025	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2025	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2025	Oct-15-2012

< Page 1 of 2 >

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	

Owners and officers	Title
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/15/2025 3:00:37 PM

Contact us

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Take our survey!

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



March 4, 2025

Mr. Dave Steele
Project Manager / Real Estate Manager
City of Spokane

RE: Water Department Administration Building - Redesign

Dear Mr. Steele:

We are pleased to submit the following proposal for a round of redesign of the office improvements at the Upriver Dam facility. Our proposal is based upon the changes requested by new personnel at the site. Below is a brief description of the changes we're completing.

SCOPE OF SERVICES

The proposed scope for the redesign includes a remodel of the existing break room, creating a new conference room, and the creation of a new office near the chlorine room.

Locker room upgrades, control room upgrades, and restroom finish replacements will remain as previously designed.

EXCLUSIONS

The scope of work proposed is limited to the area of office space at the facility and excludes work outside the administrative space. Work to improve access to tour facilities beneath the space or other connected or adjacent buildings is not anticipated. It is assumed that the proposed improvements can be completed without upgrades to the building envelope and/or exterior fenestration systems. Exterior and/or site improvements are not included in this proposal. Structural engineering and seismic review and upgrades are not anticipated currently. The design of the generator separation assumes the equipment and exhaust system may remain in its current location. Design of electrical and mechanical to relocate the generator is excluded.

Other Exclusions:

- Civil Engineering, Site Surveying
- Landscape Architecture
- Hazardous Materials Testing and Consulting
- Acoustical Engineering
- Hazardous Materials Testing and Consulting
- Presentation Materials (Renderings / Models)
- Separate Bid Packages (Phased Construction, Early Site Packages)
- LEED Documentation
- Utility Rebate Assistance
- FF&E Assistance, Selection, and/or Procurement
- Conformed Bid Documents
- Value Engineering
- Constructability Review
- Life Cycle Cost Analysis (LCCA)

Mr. Dave Steele
Page 2
November 15, 2024

COMPENSATION

- **Compensation for Redesign Scope**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture & Structural - Fixed Fee in the amount of	\$18,450.00
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- **Consultants**

MW Engineers MEP	\$21,400.00
Cost Estimating	\$1,720.00
Integrus Markup	<u>\$2,310.00</u>

Consultant Fees	\$25,410.00
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- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, equipment expenses, and miscellaneous.

Estimated Reimbursable Expenses	\$0.00
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TOTAL FEE PROPOSAL	\$43,860.00
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If you agree with the terms stated herein, please send us a formal agreement for signature.
Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to continue working with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA

Architect | Associate Principal

x:\production\projects\civic\2023\22357.00 - spokane water district - upriver dam office improvements\doc\02 owner-architect contract\upriver dam office improvements proposal.docx

pc: Pam Costello, Integrus

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Dillon, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Intermodal Facility Janitorial Services Contract
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department utilizes contracted janitorial services for all cleaning needs at the Intermodal Facility. The scope includes both buildings on site, the Intermodal Building and the Parking Services Building. In partnership with City Purchasing a request for bids was issued in April of 2023. The low bidder was ABM Janitorial at approximately \$13,500 per month. The contract is written as a 3-year agreement with two (2), 1-year extensions available.</p> <p>This is authorizing the first 1-year renewal for a cost of \$156,866.95</p>
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: <u>Not to exceed \$180,000 annually</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	
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? <div style="text-align: center;">NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</div>	

<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA – This work focuses on providing access to core City functions but does not provide any significant new opportunities.</p>



CITY OF SPOKANE

CONTRACT RENEWAL

1 of 2

**Title: INTERMODAL FACILITY
JANITORIAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC** whose address is 112 North Altamont, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties". individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Intermodal Facility - Janitorial Services; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 5, 2023 and July 6, 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 June 1, 2025 and shall run through May 31, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED NINETY-SIX AND 56/100 DOLLARS (\$152,896.56)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

ABM INDUSTRY GROUPS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
10/26/2024

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>ACE Property & Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C:</td><td>Indemnity Insurance Company of North Ameri</td><td>43575</td></tr><tr><td>INSURER D:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER E:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	ACE Property & Casualty Insurance Company	20699	INSURER C:	Indemnity Insurance Company of North Ameri	43575	INSURER D:	QBE Specialty Insurance Company	11515	INSURER E:	Federal Insurance Company	20281	INSURER F:	AIG Specialty Insurance Company	26883
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D:	QBE Specialty Insurance Company	11515																				
INSURER E:	Federal Insurance Company	20281																				
INSURER F:	AIG Specialty Insurance Company	26883																				

COVERAGES**CERTIFICATE NUMBER:** W35920313**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	XSL G48949757	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H11374311	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	XEU G27910865 010	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	WLR C72624804	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			130007484	07/01/2024	07/01/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000	

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

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 26654876

BATCH: 3677297



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Worksite Location: Various city locations

Any person or organization whom you have agreed to are included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance.

Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: Federal Insurance Company

NAIC#: 20281

POLICY NUMBER: J06105798 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	\$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: WCU C72624762 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease-Pol Limit	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

ADDITIONAL REMARKS:

ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C72624762



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	\$10,000,000
□□□□□□□□□□□□□□□□□□□□□□□□	Aggregate	\$10,000,000
□□□□□□□□□□□□□□□□□□□□□□□□	SIR	\$500,000

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
POLICY NUMBER: 080768613 EFF DATE: 05/01/2024 EXP DATE: 05/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	\$5,000,000

ADDITIONAL REMARKS:
All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: ISA H11374311 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	\$2,000,000

ADDITIONAL REMARKS:
Automobile Liability includes Excess Garage keepers Liability.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 13
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

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

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

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

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 11
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 26
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract executed prior to loss, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing or completed operations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 21
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

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

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol XSL	Policy Number G48949757	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE**

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

**OTHER INSURANCE AMENDMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT)**

Named Insured ABM Industries Incorporated			Endorsement Number
Policy Symbol XEU	Policy Number G27910865 010	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement 11/01/2024
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS**, “**Other Insurance**” is amended to add the following:

If, prior to an “occurrence”, you have specifically agreed in a written contract that this insurance must be primary and non-contributory with “other insurance” issued to a person or organization, then this insurance shall be primary with respect to such “occurrence” and shall not contribute with such “other insurance”.

With respect to such an “occurrence”, this insurance will only apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of your operations or premises owned by, managed by or rented to you.

However, the insurance provided will not exceed the lesser of:

- a. The coverage’s and/or Limits of Insurance of this policy, or
- b. The coverage’s and/or Limits of Insurance required by said agreement.

With respect to any contract or agreement you enter into which requires another party to furnish insurance to an “insured”, this policy shall be excess of and not contribute with any such insurance available to the other party.

2. Notwithstanding anything to the contrary:

- a. This insurance does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf; and
- b. This endorsement shall not apply to any coverage for which applicable “underlying insurance” does not also provide coverage to such person or organization on a primary and non-contributory basis.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number
Policy Symbol XEU	Policy Number G27910865 010	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement 11/01/2024
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS, Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

All other terms and conditions remain unchanged.

Authorized Representative

RECOVERY FROM OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol WCU	Policy Number C72624762	Policy Period 11/01/2024 to 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED ONE LIBERTY PLAZA, 7TH FLOOR NEW YORK NY 10006	Endorsement Number
	Policy Number Symbol: WLR Number: C72624804
Policy Period 11-01-2024 TO 11-01-2025	Effective Date of Endorsement 11-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H11374311	Policy Period 11/01/2024 TO 11/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
- 1. You.
 - 2. Any of your “employees” or agents.
 - 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

< Business Lookup

License Information:

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

Entity name: ABM INDUSTRY GROUPS, LLC

Business name: ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY

Entity type: [Limited Liability Company](#)

UBI #: 604-075-772

Business ID: 001

Location ID: 0003

Location: Active

Location address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

Mailing address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident	12995			Active	Jan-31-2026	Jan-18-2019
Cheney General Business - Non-Resident	BUS2017-031			Active	Jan-31-2026	Feb-14-2019
Colville General Business - Non-Resident	000730.0			Active	Jan-31-2026	May-30-2017
Deer Park General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017
Liberty Lake General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017
Pullman General Business - Non-Resident				Active	Aug-31-2025	Aug-20-2024
Ritzville General Business - Non-Resident				Active	Jan-31-2026	Jul-01-2019
Spokane General Business				Active	Jan-31-2026	Apr-12-2017



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business - Non-Resident				Active	Jan-31-2026	Apr-12-2017

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ABM INDUSTRIES INCORPORATED	
BINDEMAN, MICHAEL S	
BOUVIER, CHRISTOPHER B.	
BURD, VALERIE	
BUSH, BRIAN	
CHIN, DEAN A.	
FLYNN, SCOTT	
GJELAJ, MARTIN	
GOLDMAN, DAVID	
HATLER, BILLY	
HETRICK, DEBORAH	
JACOBSEN, RENE	
LUCKENBACH, MYRON	
MILLER, BRANT	
NEWBORN, ANDREA R.	

Registered Trade Names

Filter

Registered trade names	Status	First issued
ABM	Active	Apr-17-2017
ABM EDUCATION	Active	Feb-08-2017
ABM FACILITY SERVICES	Active	Feb-08-2017
ABM HEALTHCARE	Active	Feb-08-2017
ABM HIGH TECH	Active	Feb-08-2017
ABM INDUSTRIES GROUP LLC	Active	Sep-18-2018



Registered trade names	Status	First issued
ABM INDUSTRY GROUPS, LLC	Active	Jan-04-2024
ABM JANITORIAL SERVICES - SOUTHEAST	Active	Feb-08-2017
ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY	Active	Apr-17-2017
ABM PARKING SERVICES	Active	Feb-08-2017
DIVERSCO	Active	Feb-08-2017
HEALTHCARE PARKING SYSTEMS OF AMERICA	Active	Feb-08-2017
View Additional Locations		
The Business Lookup information is updated nightly. Search date and time: 4/28/2025 9:22:31 AM		

Contact us

How are we doing?
Take our survey!

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



From: [Ashtin Luedtke](#)
To: [Long, Kelly](#)
Cc: [Jonathan M Bowen](#)
Subject: 2024 Increase
Date: Friday, December 13, 2024 8:29:57 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

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

Re: 2024 Increase

Dear Kelly Long:

We would like to take this opportunity to thank you for allowing us to provide your cleaning services. At ABM, we take great pride in maximizing value for our partners. We accomplish this goal by delivering exceptional service, at highly competitive pricing.

While we make every effort to control costs and expenses for your account, there are certain key components within the pricing structure that increase, which in turn, forces our pricing to escalate. These components are based on factors that are beyond our reasonable control, such as increases to minimum wage, prevailing wages, mandated union increases (where applicable) and other supply, insurance and cost changes, including but not limited to increases resulting from insufficient labor supply in certain affected markets.

Due to the change in prevailing wage from \$18.54 an hour to \$20.16 (1/1/25) an hour, we write to notify you that the billing amount for your account will be increased by 8.73%. Effective January 1, 2025, this is your new monthly pricing:

40184137 / 109189.2	COS - Field Engineers	\$1,065.99
40250000 / 109754.1	COS - Intermodal Facility	\$12,741.38
40181169 / 109185.1	COS - PROSECUTOR'S OFFICE	\$1,074.85
40181170 / 109189.1	COS - PUBLIC DEFENDERS OFFICE	\$1,065.30

We understand that this increase may be more than you budgeted for so don't hesitate to contact us if we need to look at options to lower this new monthly pricing.

In order to comply with Sarbanes Oxley (SOX) revenue recognition rules, we seek your approval for this increase. Please reply to this email with "approved", so that we can adjust your billing accordingly. We thank you for your understanding and look forward to continuing our relationship for many more years to come.

Sincerely,

On behalf of Jonathan Bowen
Senior District Manager
406-459-3229
Jonathan.bowen@abm.com

The information transmitted is the property of ABM and is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Statements and opinions expressed in this e-mail may not represent those of the company. Any review, retransmission, dissemination and other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender immediately and delete the material from any computer. E-mail transmission cannot be guaranteed to be secured or error-free as information could be intercepted, corrupted, lost, destroyed, received late or incomplete, or could contain viruses. The sender therefore does not accept liability for any error or omission in the contents of this message, which arises as a result of e-mail transmission. www.abm.com

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Roxann McNaughton ("Claimant") on March 3, 2025, arising out of an incident on or about February 17, 2025, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **FIFTY-THREE THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND 54/100 (\$53,242.54)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **FIFTY-THREE THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND 54/100 (\$53,242.54)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

PASSED the City Council this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department																														
Contact Name	Dave Steele																														
Contact Email & Phone	509-625-6064																														
Council Sponsor(s)	CM Dillon, CM Cathcart																														
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																														
Agenda Item Name	Facility Assessments – Multiple Sites																														
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department has completed the scoping, procurement, and contract development for completion of a detailed facility inventory & assessment for several general fund City Properties. This work will complete inventories and assessments of the building envelopes, critical HVAC systems and other mechanical equipment, as well as the structural elements of the buildings such as foundations, walls, and roof. This data will allow for the rapid development of updated itemized capital planning documents for each facility, providing the Facilities Department the information needed to develop detailed plans for completing capital equipment or system replacements, to complete required repair work, and develop preventative maintenance schedules, etc. on the list of general fund buildings below. This contract is with Bureau Veritas Technical Assessments LLC, 6041 University Boulevard, Suite 200, Elliott City, Maryland 21043, for a total expenditure not to exceed \$96,968.42 (plus 10% contingency)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">NAME</th><th style="text-align: left;">ADDRESS</th><th style="text-align: right;">FEE</th></tr> </thead> <tbody> <tr> <td>POLICE ACADEMY</td><td>2302_N_WATERWORKS</td><td style="text-align: right;">\$6,606.88</td></tr> <tr> <td>POLICE EVIDENCE</td><td>4010_E_ALKI</td><td style="text-align: right;">\$9,249.64</td></tr> <tr> <td>POLICE GARDNER DETECTIVES</td><td>1427_W_GARDNER</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td>POLICE NORTH PRECINCT</td><td>5124_N_MARKET</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td>POLICE SOUTH PRECINCT</td><td>527_S_STONE</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td>INTERMODAL STATION PARKING SERVICES</td><td>221_W_FIRST</td><td style="text-align: right;">\$7,928.26</td></tr> <tr> <td>PUBLIC DEFENDERS / PROSECT</td><td>824_N_MONROE</td><td style="text-align: right;">\$5,285.51</td></tr> <tr> <td colspan="2">LUMP SUM FOR AS BUILT FLOOR PLANS / ELECTRICAL / ROOF PLANS</td><td style="text-align: right;">\$52,041.60</td></tr> <tr> <td colspan="2">TOTAL FEE</td><td style="text-align: right;">\$96,968.42</td></tr> </tbody> </table>	NAME	ADDRESS	FEE	POLICE ACADEMY	2302_N_WATERWORKS	\$6,606.88	POLICE EVIDENCE	4010_E_ALKI	\$9,249.64	POLICE GARDNER DETECTIVES	1427_W_GARDNER	\$5,285.51	POLICE NORTH PRECINCT	5124_N_MARKET	\$5,285.51	POLICE SOUTH PRECINCT	527_S_STONE	\$5,285.51	INTERMODAL STATION PARKING SERVICES	221_W_FIRST	\$7,928.26	PUBLIC DEFENDERS / PROSECT	824_N_MONROE	\$5,285.51	LUMP SUM FOR AS BUILT FLOOR PLANS / ELECTRICAL / ROOF PLANS		\$52,041.60	TOTAL FEE		\$96,968.42
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Proposed Council Action	Contract approval																														
Fiscal Impact Total Expense: \$106,665.30 (Includes \$9,696.84 Administrative Reserve) Budget Account: 5900-71300-18300-54802-99999																															

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: 5900-71300-18300-54802-99999

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.

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

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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?

Continuing to invest in City facilities with these assessments, as the backbone of our local government, provides for long term capital planning and ongoing investments in existing facilities. This directly supports the Comprehensive Plan along with a multitude of City resolutions, policies, plans.



City of Spokane

CONSULTANT AGREEMENT

**Title: FACILITY CONDITION
ASSESSMENT WITH INVENTORY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**, whose address is 6041 University Boulevard, Suite 200, Elliott City, Maryland 21043, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide Building, Facility Site, System and Structure Condition Assessments including ADA surveys, Equipment Coding and Mapping, and Condition Report; and

WHEREAS, the Consultant was selected from an Informal Request for Proposals.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 16, 2025, and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposal dated March 17, 2025, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **NINETY-SIX- THOUSAND NINE HUNDRED SIXTY-EIGHT AND 41/100 DOLLARS (\$96,968.41)**, plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless

approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**BUREAU VERITAS TECHNICAL
ASSESSMENTS LLC**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant’s March 17, 2025 Proposal

25-104

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**Business name:** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 604-015-905**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 6021 UNIVERSITY BLVD
STE 200
ELLICOTT CITY MD 21043-6084**Mailing address:** 6021 UNIVERSITY BLVD
STE 200
ELLICOTT CITY MD 21043-6084**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	May-31-2026	May-02-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BUREAU VERITAS ASSESSMENTS AND PROJECT MANAGEMENT LLC	
BUSH, HEATHER	

The Business Lookup information is updated nightly. Search date and time: 5/8/2025 9:51:12 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2025

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

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

PRODUCER Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Bureau Veritas Technical Assessments LLC 6021 University Blvd. Stes. 200-210 Ellicott City MD 21043 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: Allianz Global Risks US Insurance Co.</td><td>35300</td></tr><tr><td>INSURER C: Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Allianz Global Risks US Insurance Co.	35300	INSURER C: Trumbull Insurance Company	27120	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570111421942 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159325 SIR applies per policy terms & conditions	01/01/2025	01/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$2,000,000																		
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PROPERTY DAMAGE (Per accident)																			
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C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			10WNS41200 See State Policy Addendum	01/01/2025	01/01/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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B	<input checked="" type="checkbox"/> Architects & Engineers Professional			USF00248025 Claims Made SIR applies per policy terms & conditions	01/01/2025	01/01/2026	<table><tr><td>Each Claim</td><td>\$1,000,000</td></tr><tr><td>Aggregate</td><td>\$1,000,000</td></tr></table>	Each Claim	\$1,000,000	Aggregate	\$1,000,000								
Each Claim	\$1,000,000																		
Aggregate	\$1,000,000																		

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

Re: Evidence of Insurance; Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability Coverage policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability Coverage policy.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99256 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

570111421942

Certificate No :





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas Technical Assessments LLC	
POLICY NUMBER See Certificate Number: 570111421942			
CARRIER See Certificate Number: 570111421942	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/25-01/01/26 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
 10WNS41200 01/01/25-01/01/26 Twin City Fire Insurance Company FL,ND,OH,WA,WY
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Midwest AK,ID
 10WNS41200 01/01/25-01/01/26 Hartford Casualty Insurance Company MO,WV
 10WNS41200 01/01/25-01/01/26 Nutmeg Insurance Company CT,IL
 10WNS41200 01/01/25-01/01/26 Hartford Fire Insurance Company NH,OR,PA
 10WNS41200 01/01/25-01/01/26 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
 10WNS41200 01/01/25-01/01/26 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of Illinois TX
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Southeast KS,MD
 10WNS41200 01/01/25-01/01/26 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
 10WNS41200 01/01/25-01/01/26 Sentinel Insurance Company, Limited IA,NM,NV,OK
 10WBRS41201 01/01/25-01/01/26 Twin City Fire Insurance Company WI
 10WBRS41201 01/01/25-01/01/26 Sentinel Insurance Company, Limited MA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**BUREAU
VERITAS**

March 17, 2025

Via Email: DSteele@spokanecity.org

Mr. David Steele
Project Manager
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: 2025 Portfolio - Spokane
Proposal No: 173210.25P

Dear Mr. Steele:

We are pleased to provide the City of Spokane (hereinafter referred to as "Client") with the following proposal. If accepted, Bureau Veritas Technical Assessments LLC (hereinafter referred to as "BVTA") will perform the services listed below (collectively, the "Services") meeting the specifications hereafter described.

Property(ies)

Facility Name	Address
Police Academy	2302 N Waterworks
Police Evidence	4010 E Alki
Police Detectives	1427 W Gardner
Police North Precinct	5124 N Market
Police South Precinct	527 S Stone
Intermodal Station	221 W First
Parking Services	221 W First
Public Defenders/Pro	824 N Monroe

Proposed Service(s) & Fee(s)

Service(s)	Fee(s)
Facility Condition Assessment with Inventory Barcode Affixation Labels (500 Ct) Migration to CMMS ADA Assessment and Report	\$44,926.82
Floorplans (includes roof and electrical plans)	\$52,041.60
TOTAL	\$96,968.42

All fees referred to in this document are expressed in US Dollars. Pricing is not inclusive of taxes. If applicable, taxes shall be included at the time of invoicing, payable by the client and remitted by BVTA to the taxing municipality. The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols.

Deliverable(s)

The quoted price includes the delivery of:

# of	Report Type	Method of Delivery
8	Draft & Final	Email Full PDF

Unless otherwise specified, BVTA will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request.

BVTA's proposed fees include electronic deliverables only. If hard copy or fixed media deliverables are required in addition to electronic deliverables, BVTA will provide pricing for production and delivery upon request.

Timing

BVTA's report(s) will be delivered within 35-40 full business days for FCA and ADA draft reports, after receipt and approval of the signed proposal document.

After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

Projects Placed on Hold or Canceled

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client agrees to pay project-specific costs incurred by BVTA, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that BVTA invoices canceled jobs at the time of cancellation. Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by BVTA in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

Payment & Details

An invoice for payment will be submitted with the initial report deliverable(s) and will be payable within 30 days or upon the closing of the transaction, whichever comes first. Upon receipt of the initial report deliverable(s); the invoice is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact your BVTA administrator to pay via credit card or to receive wiring instructions. BVTA recommends payment by credit card for amounts less than \$1000. **Please ensure that Proposal 173210.25P or invoice number is clearly identified on all payments and correspondence for proper credit.**

Documents to be Furnished by Client

In order to facilitate a cursory review of pre-existing documents for each Project, BVTA asks to be furnished with electronic or printed copies of available site information. Such documents may include:

FCA Services:

- Inspection Reports (sewer, boiler, chiller, etc)
- Prior Engineering Reports (CNA, PNA, PCA, etc.)
- Prior Master Plans / Facility Master Plans
- Capital Expenditure Schedules (prior or planned)
- Rehabilitation budget & scope (draft or final)
- Accessibility Transition Plans/Self Evaluations
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Fire Protection/Life Safety Plans
- Site Plan/Floor Plans

Note: Documents to be reviewed should be provided to BVTA within five (5) business days and not less than one (1) day prior to the onsite. In the event that documents can only be made available at the Site, BVTA will perform a cursory review during the site visit as time permits. If documents are received after the site visit date, or if the volume of documentation is determined by BVTA to be excessive, then the Project may be subject to additional review fees at the rate of \$215.00 per hour. Any additional review fees will be mutually agreed upon by BVTA and the Client at the time of review request and will be authorized using a Change Order.

Terms & Conditions

BVTA will perform its Services subject to the attached "Terms & Conditions", which are incorporated by reference and made a part of this Proposal. Please indicate your acceptance of this Proposal by signing the attached "Project Authorization" page where indicated and return it to BVTA.

Please feel free to contact me at (800) 733-0660 x.7297936 or Leilani.York@bureauveritas.com should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

Bureau Veritas Technical Assessments LLC



Leilani York
Associate Vice President of Sales

Attachments:

Description of Services

Terms & Conditions

Project Authorization

Description of Services

Facility Condition Assessment

Project Understanding

Bureau Veritas (BV) understands that the Facility Condition Assessment (FCA) for the City of Spokane will:

- Include a comprehensive assessment of all sites, buildings, building systems, layout and infrastructure.
- The FCA will follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.

Property Information – The County has requested the abovementioned services for:

- Eight (8) public building facility totaling ~166,315 square feet.

We understand that a key factor to performing Facility Condition Assessments is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

BV's Project Approach has been developed to address your specific requirements. BV has demonstrated experience in the assessment of various types of facilities representative to your portfolio and understands the special implementation, sensitivities, management, and communication associated with each.

Data Gathering and Interview

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from facility management.

Data Gathering Phase – During this phase, we will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection Reports (sewer, boiler, chiller, etc.)
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Capital Expenditure Schedules (prior or planned)
- Fire Protection / Life Safety Plans
- Rehabilitation Budget and Scope (draft or final)
- Certificates of Occupancy / Facility License
- Prior Assessments
- Site Plan / Floor Plans
- Accessibility Transition Plans / Studies
- CMMS / IWMS Data Set
- Gravel Pit review – Prior Geological reports

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site

Site Phase – During the site phase, we will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – During the reports review stage – we will provide a complete draft deliverable for each building/site.

Client Coordination

Project Directory: BV will become familiar with Client's existing property list and contact directory for each location. We will contact or interview the facilities contacts as part of tour process to determine current use requirements and priority of properties based on agency goals.

Facility Access: Working with Client we will develop procedures to gain access to each facility. Our visits will be coordinated and pre-approved by Client prior to the visit. We will work with Client to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

Team Composition

The project will be managed by a Program Manager who will be your single point of contact. Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. We evaluate the building portfolio to determine which team members will be assigned to particular sites. Larger or more complex sites may have both an architect and an engineering SME. Smaller or simpler buildings will have a single SME field assessor that understands all building systems.

Assessment Team

BV has several support staff that assist with the report and data development which include:

- Environmental Professional to assist with the fuel distribution facilities
- Asset Management Team Leader who manages and configures the cost estimating database
- Technical Report Reviewers who review reports for accuracy and consistency
- Quality Assurance Manager for oversight of quality controls
- IT Manager who assists with data development and export

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the process; interview staff; and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment reports.

Technical Approach

Prior to assessments beginning, BV will conduct a **Kickoff** session to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BV will conduct regular **Progress Meetings** to maintain open communication with the entire project team and Client. In these meetings, BV will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BV will provide Client with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BV has allocated the following meetings: Kick Off Meeting and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

Field Assessments

The assessment team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of each facility. BV will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and other areas as applicable.
- The assessment team will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe the general topography and note any unusual or problematic features or conditions observed or reported.

- Paving, Curbing, and Parking: Identify the material types of paving and curbing systems at the subject property.
- Flatwork: Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- Utilities: Identify the type of the material utilities provided to the property (water, electricity, natural gas, etc.). We will assess condition, physical deficiencies, life cycle repair, capacity, and replacement issues.

Structural Frame + Building Envelope

- Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall – As Required

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing

Roofing (Non-Invasive Visual)

- Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.
- BV understands that the Client will provide OSHA compliant ladders or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BV can provide a quote for ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify the material heat generating systems at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component replacements/ upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.

- Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc. Entering elevator/escalator pits or shafts.

Security Systems / Telecom / IT

- Identify the low voltage systems the subject property including security, access control, and IT functions (in the support of IP-based security systems).
- Observe general security systems such as motion detectors, card key access, alarms, and CCTVs.
- Observe extent and availability of wireless communications (WiFi, etc.), hardwiring, room connectivity, and public address systems.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed.

Technology Readiness Evaluation - Security / Internet / IT / Power

- Identify the low voltage systems the subject property including security, access control, and IT functions (in the support of IP-based security systems).
- Observe general security systems such as motion detectors, card key access, alarms, and CCTVs.

- Observe extent and availability of wireless communications (WiFi, etc), hardwiring, room connectivity, and public address systems.
- Observe the general conditions, power levels, and note any physical deficiencies identified or any unusual items or conditions observed.

Interior Elements

- Identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, BV will identify material building amenities or special features.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all Food Service equipment and spaces including kitchen, cafeteria, and dining and serving areas. Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

- Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.

Suspected Fungal Growth

- BV will perform a limited assessment of accessible areas for suspected fungal growth.
- If we discover the presence of mold, conditions conducive to mold growth, and/or evidence of moisture, elevated relative humidity, water intrusion, and mildew-like odors – the affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

- BV will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- BV has the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, BV will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis – unless required by the RFP I suggest removing the first bullet point as we have trouble with that scope unless we are completing a full energy audit.

- As part of the analysis of all evaluated systems mentioned above, BV will consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- BV can provide as additional services an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BV will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

Condition Ranking of Building Systems / Equipment

BV can rate the condition of each facility building system or component with this or another Client-specified five-point scale:

5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective, but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

BV can also include alternative categories to rank and weight priorities as required by the Client, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors.

Priority Classes

The analysis will include all cost observations be ranked by Priority Classes. **The five classes below are typical but can be altered to meet your specifications and needs:**

Priority 1: Currently Critical (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

Priority 2: Potentially Critical (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

Priority 3: Necessary – Not Yet Critical (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

Priority 4: Recommended (Years 4-10, 15, 20): Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

Priority 5: Does Not Meet Current Code but “Grandfathered”: No Action required at this time but should substantial work be undertaken correction would be required.

Uniformat Categories

The deficiencies observed will be classified into categories such as those below using the Uniformat System (Level 4):

- A10 Foundations
- A20 Basement Construction
- B10 Superstructure
- B20 Exterior Enclosure
- B30 Roofing
- C10 Interior Construction
- C20 Stair
- C30 Interior Finishes
- D10 Conveying
- D20 Plumbing
- D30 HVAC
- D40 Fire Protection
- D50 Electrical
- E10 Equipment
- E20 Furnishings

- F10 Special Construction
- F20 Selective Building Demolition

Cost Estimating

BV's cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by BV, based on historical and localized actual costs. BV maintains and updates our Uniformat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at Client's option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with your staff.

Report Deliverables

BV will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Deficiency Categories / Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other Client defined categories):

Category 1 - Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Building Condition Report – Standard:

Each report will be generally organized by building system and will include an analysis of all building systems and components. Each report will include color digital photos of all major systems and components and will include photos of all deficiencies identified. These deficiencies will be summarized in a capital needs analysis table included throughout each report.

Sustainability Efforts – Digital Reports

BV regularly takes measures to minimize impacts to the environment in the delivery of services. In lieu of printing reports and meeting minutes, BV makes an effort to be stewards of the environment by using digital distribution for materials. When appropriate, we suggest that in-person meetings be done by teleconference or video conference – in order to reduce our carbon footprint.

Assessment Software: AssetCALC™

BV will utilize AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by BV for our clients. **The use of this software is at your option and there are no licensing fees for this software for one (1) year.**

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the life-cycle of a building or an entire portfolio

The system unites BV's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.

Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, IWMS, or work-order systems.

Features Include:

Facility Condition Assessment access:

- Component/system descriptions
- Locations
- Conditions and EUL/RUL
- Repair and replace recommendations
- Digital photos

Search and Sorting Functionality

Prioritization of maintenance projects

UniFormat 2010 Cost Database

Project Budgets and Capital Plans

Unlimited concurrent user licensing

Secure IT platform and back-ups

Client is the owner of data collected and residing in the database

Online User Training and Documentation

Reporting:

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

Facility Condition Index (FCI) Calculation Reporting

Rank and Prioritize Capital Improvement Projects

Deferred Maintenance Backlog

Facility Queries (by building, priority, system, or dollar deficiency amount)

Capital Budget Planning

Year-by-Year Capital Needs Analysis

5, 10, or 20-Year Replacement Reserve Reports

Custom 3rd party form automation available

Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS/IWMS system.

BV will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

- HVAC (level of detail for which Preventive Maintenance would be performed)

- Heating System
 - Identify boilers, furnaces, unit heaters and major labeled equipment
- Ventilation System
 - Identify the major labeled equipment; exhaust hoods, fans
- Air Conditioning System
 - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, and thermostatic controls
- Electrical
 - Major panels only-for identification to track maintenance
 - Transformers
 - Switchgear
- Equipment
 - Building Automation System
- Plumbing
 - Pumps external to HVAC systems
 - Domestic Hot Water heaters over 80 gallons
 - Other major labeled equipment
- Commercial Kitchen- major equipment (above approximately \$2000 value)
 - Walk-in freezer and refrigerator equipment
 - Ovens, stoves, broilers, grills
 - Ice makers and ice bins
 - Reach-in refrigerators and freezers
 - Dishwashers
 - Fryers
- Vertical Transportation
- Life Safety/Security
 - High Level (system level) only-for identification to track maintenance
 - Alarm Panels
 - Emergency generators
 - Exhaust hood fire suppression

Where appropriate, the following data will be collected for each component:

- Location data by building, floor, room
- Model
- Serial Number
- Manufacturer
- Manufactured Date
- Capacities
- Date placed in service (provided by Client)
- Inventory tag number (barcoded tag directly attached to the component, or to an attached tag)
- Voltage durable barcode or QR code tag to be attached to each piece of equipment.

Barcoding / QR Coding

For the above referenced equipment, BV will apply a durable barcode / QR code with a unique number for use as an identifier in the CMMS system. We will use a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system.

Integration with CMMS/IWMS

BV will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. BV will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database.

The data from the FCA can be exported for data migration to most CMMS/IWMS systems. BV can export the data from our data collection tool to a compatible format (Excel Spreadsheet, Access Database, or SQL format) to be used by the Client's IT department for future integration. Once your CMMS provides us with their field maps – we can match their data fields and provide a data file for manual upload by your CMMS into their system. BV has created several custom APIs to transfer our data directly into some third party systems.

ADA Title II Accessibility

An assessor will visit the property to observe the exterior areas, interior common areas, and employee only areas to assess the existing property improvements' compliance with the Americans with Disabilities Act and its implementing regulations for Title II entities (28 C.F.R Part 35), the 2010 ADA Standards for Accessible Design, and applicable state and local accessibility codes. BV will then produce a report which identifies the facility's compliance with accessibility requirements and identifies specific barriers, with resolutions for barrier removal, and corresponding preliminary order of magnitude cost estimates.

The assessor will conduct a review of the facility's exterior areas, interior common areas, and employee only areas to observe and identify representative barriers to accessibility and formulate recommendations to remedy the physical barriers. When applicable, as part of the review the assessor will meet with a property representative with specific knowledge of the facility to gain an understanding of overall features, public use patterns, and relevant historical data. All landlord controlled features of the property which will be subject to observation, will include, but not be limited to, parking lots, sidewalks, ramps, curb ramps, stairs, and restrooms. All exterior elements and elements within the interior areas, which are subject to accessibility regulation, will be observed.

The ADA encompasses employee only areas in addition to public spaces. Under Title I of the ADA, employee work areas, as well as employee only corridors, restrooms, break rooms, and kitchens/kitchenettes are covered under the ADA.

Observation Process

The assessor will first review documents and information provided by the municipal representative that could supplement the consultant's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying barriers to accessibility.

During the site walk through, the assessor will follow a Survey Form that meets or exceeds the current ASTM format. The assessor will utilize a digital level, measuring tape, door pressure gauge, and GPS-enabled digital camera. The field observer will identify and prioritize any existing improvements not in accordance with the applicable ADA requirements in the order of preference, as set out by BV or per the preferences of Client, as indicated. Typical priorities are as follows:

- Physical access to the property
- Access to areas of public accommodation
- Removal of remaining barriers

The assessor will assess exterior common areas and interior areas to identify existing conditions that are not in accordance with the applicable accessibility codes, including the elements specified below (if applicable, where landlord is responsible for observed elements):

- Van and car accessible parking
- Passenger loading zones
- Accessible routes
- Curb ramps
- Ramps
- Protruding objects
- Building unit entrance exteriors
- Building entrance and exits to common areas
- Interior accessible routes
- Exterior and interior stairs which are part of the means of egress
- Elevators and platform lifts (wheelchair lifts)
- Entrances and exits to common areas
- Handrails and grab bars
- Space allowance and reach ranges
- Restrooms
- Kitchenettes
- Break rooms

- Alarms (visual and audible) and warnings
- Signage
- Public telephones
- Switches and outlets

Accessibility Survey Content

BV will deliver an electronic (PDF) report. The report will utilize survey content which has been entered into an AssetCalc database, including the following information:

- Summary of Findings for all primary regulated elements observed, such as parking, accessible routes, entrances, elevators, and corridors
- Individually recorded barriers
- Applicable ADA regulatory guideline references for each barrier
- Recommendations for viable corrective measures necessary to comply with applicable regulations
- Preliminary order of magnitude cost estimates for each observed barrier

ADA Survey Limitations

BV's order of magnitude cost estimates for each individual barrier removal are limited planning level cost estimates based on industry standards, and should not be construed as construction estimates. Costs will be estimated using R.S. Means, Marshall & Swift, or similar industry cost indices, and BV's experience with past costs for similar properties, without the benefit of site-specific engineering/design or contractor estimates. An additional estimating effort will be required to define the actual cost of corrective actions to eliminate accessibility barriers. Planning level estimates are not based on, and will not include, detailed specifications or architectural/engineering drawings. If requested, BV can provide a proposal for subsequent Transition Planning and Construction Project Management services.

Floorplans (including roof and electrical plans)

Scope Specifics:

Roof access will need to be provided by the client.

Includes roof plans on main roof 7th floor, mechanical roof 2nd floor, & patio level/roof area 2nd floor.

Includes plans of skywalk.

Includes plans with striping of west parking lot/loading dock area.

Roof Plan Includes:

Building Footprint(s)
Eaves, Valleys, Hips, & Ridges
Parapet Walls & Bracing
Chimneys
Fixed Equipment
Skylights
Drains
Pitch/Slope Information

Electrical Plan Includes the following items on wall and floor (ceiling items excluded):

Outlets & Switches
Data, Phone, Cable Jacks
Thermostat
Electrical Panels & Meters
Light Fixtures
Speakers
Security Systems
Fire Safety Items

Inclusions/Exclusions:

Square foot calculations are not provided unless a Lease Plan is included in scope of work.

Photos are taken by the technicians throughout their measuring process. These photos are strictly to help the CAD technicians view architectural conditions. They are for office use only.
All exterior spaces *connected* to the subject building i.e. decks, exterior stairs, loading docks, etc. will be measured unless otherwise instructed. This does not include poured concrete patios.
This estimate does not include unfinished attics or crawlspaces.
If at any time, field staff encounters an unsafe building condition, they have the right to not proceed with measurement. Client will be notified immediately.

Deliverables:

Detailed survey of the property, accurate to 0.2%, measuring and locating all walls, doors, windows, stairwells, elevators, plumbing fixtures, built-in cabinetry and ventilation shafts. All measurements recorded with laser measuring equipment using our custom floor plan software or 3D scanners, depending on scope of work and nature of building.

CAD drawing files AutoCAD format (Standard is AutoCAD 2000) together with PDF graphic files. (NOTE: 1 model DWG + 1 standard 2-D As-Built Floor Plans sheet layout per floor).

SCALE: Plans will be set to a graphic scale (not architectural) that fits best on an 8.5"x11", 11"x17" or 24"x36" paper size. Specific scales must be requested prior to the appointment. If rescaling is requested after the plans have been produced, a fee will be incurred. If you are working with an architect, we recommend you consult with them regarding specific scale requests prior to the scheduling of the measurement.

All dimensions are rounded to the nearest inch.

Access:

It is the Client's responsibility to make arrangements for access to all rooms within the scope of work (including all mechanical and storage rooms) during the measuring time period on the survey date.

The technician will not move items to gain access to detail. If items such as electrical outlets are not visible due to furniture or clutter, then they cannot be located. Spaces such as closets do not need to be emptied, however, the technician will need to be able to obtain clear shots of each wall.

Consultant will not be responsible for rooms not surveyed due to locked access. Locked rooms will be noted as such on the plans.

This proposal is based on the assumption that there will be uninterrupted access to these rooms and calls from the field will not be necessary to secure access. If constant surveillance of our field staff is required for spaces other than high security areas, an additional fee will be added due to the reduced efficiency.

Additional trips to site due to access issues will be subject to a trip fee.

Although the mask mandate has been lifted for most facilities, our technicians may still choose to wear a mask while completing interior measurements. If anyone is sick in your location, please notify us ASAP and we will reschedule your appointment.

Terms & Conditions

1. Billings, Payment and Credit. The Client shall pay Bureau Veritas Technical Assessments LLC for the Services performed in accordance with the prices set forth in the Proposal. Invoices shall be submitted in accordance with the Proposal. Payment of the Bureau Veritas Technical Assessments LLC invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. Upon receipt of the initial report deliverable(s), the invoice is fully collectible. If Bureau Veritas Technical Assessments LLC does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, Bureau Veritas Technical Assessments LLC may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any report delivered pursuant to the Proposal, until payment in full is made.

The Client shall be liable to Bureau Veritas Technical Assessments LLC for all costs and expenses of collection, including reasonable attorney and paralegal fees, and court costs. Time is of the essence with respect to this provision. Bureau Veritas Technical Assessments LLC's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Bureau Veritas Technical Assessments LLC from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to Bureau Veritas Technical Assessments LLC that it is duly authorized to bind the Client to the terms of the Proposal and guarantees payment for services.
2. Right of Entry; Force Majeure. The Client shall arrange for the right of entry to the subject property ("Site") by Bureau Veritas Technical Assessments LLC, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. Bureau Veritas Technical Assessments LLC may require that an authorized knowledgeable representative of the owner be present at the Site as a condition to the performance of the Services and may require that site personnel operate major building systems and equipment at the time the Services are performed. Bureau Veritas Technical Assessments LLC's ability to comply with the schedule for performance described in the Proposal is contingent upon timely Site access. Bureau Veritas Technical Assessments LLC shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of Bureau Veritas Technical Assessments LLC, or events that could not have been reasonably foreseen and prevented.
3. Documents; Samples. All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of Bureau Veritas Technical Assessments LLC in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of Bureau Veritas Technical Assessments LLC. All Documents prepared by Bureau Veritas Technical Assessments LLC for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the subject Site. Unless otherwise agreed, Bureau Veritas Technical Assessments LLC shall retain all Documents for three (3) years following submission of Bureau Veritas Technical Assessments LLC's report to the Client. In its sole discretion and without prior notice to the Client, Bureau Veritas Technical Assessments LLC may dispose of all field samples within thirty (30) calendar days after submission of Bureau Veritas Technical Assessments LLC's report to the Client.
4. Matters Known to Client. The Client, itself or through the site owner, shall provide Bureau Veritas Technical Assessments LLC with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, of any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by Bureau Veritas Technical Assessments LLC in the performance of its Services.
5. Preliminary Findings. Preliminary findings (often referred to as verbals) can be provided to the client in order to quickly apprise them of **preliminary** data obtained as a result of Bureau Veritas Technical Assessments LLC's visual observations at the project site. They are not intended to be exhaustive or conclusive or to substitute for the final written report; as they do not include the information obtained from a number of other equally important and necessary elements of the complete assessment report. Bureau Veritas Technical Assessments LLC recommends against making any decisions based upon such limited, preliminary, verbal results.
6. WARRANTIES AND INDEMNIFICATION. In performing the Services, Bureau Veritas Technical Assessments LLC shall exercise the degree of skill and care ordinarily exercised by consultants in the same community and in the same time frame providing similar services for projects of comparable size, complexity, schedule and other characteristics of the Project (the "Standard of Care"). **EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR TEST DATA WHICH IS PROVIDED TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS. CLIENT SHALL RELEASE BUREAU VERITAS TECHNICAL ASSESSMENTS LLC FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS, OBLIGATIONS, FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), IF RELYING ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.**
7. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE FOR LATENT

OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING ANY COMPANY AFFILIATED WITH SUCH PARTIES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED AN AGGREGATE OF \$25,000.00 PER PROJECT. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

8. **WAIVER OF JURY TRIAL.** THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT.
9. **RELIANCE AND ASSIGNMENT.** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WRITTEN REPORT SHALL CONTAIN BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SUBJECT PROPERTY, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND NO OTHER THIRD-PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE PROPOSAL, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. CLIENT WILL HOLD BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO PERFORM THE SERVICES.
10. **Confidentiality.** Bureau Veritas Technical Assessments LLC shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by Bureau Veritas Technical Assessments LLC to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, Bureau Veritas Technical Assessments LLC shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. **Miscellaneous.** Bureau Veritas Technical Assessments LLC is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of Maryland and the parties irrevocably consent to the jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. In the event a dispute relating to an Bureau Veritas Technical Assessments LLC report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by Bureau Veritas Technical Assessments LLC in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.

Project Authorization

To contract with BVTA for this project, please review and edit the information below, sign, and return the entire agreement to BVTA.

Client Contact & Report Addressee:

Mr. David Steele
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: 509.655.0567
Email: DSteele@spokanecity.org

Report & Invoice Recipient:

Mr. David Steele
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Project Information:

Property Name: City of Spokane
City/County:

Address:
State/Zip: Washington

Building Information:

Facility Name	SF	Address	Lump Sum Fee Per Site
Police Academy	20,500	2302 N Waterworks	\$ 6,606.88
Police Evidence	68,000	4010 E Alki	\$ 9,249.64
Police Detectives	18,000	1427 W Gardner	\$ 5,285.51
Police North Precinct	7,700	5124 N Market	\$ 5,285.51
Police South Precinct	6,000	527 S Stone	\$ 5,285.51
Intermodal Station	30,115	221 W First	\$ 7,928.26
Parking Services	4,000		
Public Defenders/Pro	12,000	824 N Monroe	\$ 5,285.51
		TOTAL	\$ 44,926.82

Type of Project: Government - City

Buildings: 0

Stories: 0

Units: 0

Square Feet: 0

Acres: 0.00

% Occupied: 0%

Year Built:

Built in Phases:

Yr(s)/Phases:

Report Delivery Date: 35-40 business days for FCA and ADA draft reports, from receipt of signed "Project Authorization" to proceed, site contact and mobilization fee, if required.

Service(s)	Fee(s)
Facility Condition Assessment with Inventory Barcode Affixation Labels (500 Ct) Migration to CMMS ADA Assessment and Report	\$44,926.82
Floorplans (includes roof and electrical plans)	\$52,041.60
TOTAL	\$96,968.42

# of Reports	Report Type	Delivery Method
8	Draft & Final	Email Full PDF

Electronic Report Deliverables: BVTA's standard electronic delivery is through automated email links to our reports. If you prefer an alternate delivery method, please select one of our options listed below:

☐ Dropbox™

☐ Posted to BVTA Website

☐ Posted to Your Website

Site Point of Contact: (the POC shall be deemed an agent of the client for providing access and conveying site data)

POC:	POC Phone:
POC E-mail:	POC Cell:

Invoicing: (Select **ONE** of the following to assure invoices appear as required by your Accounts Payable Department)

Consolidated Invoicing by: ☐ One (1) Consolidated Invoice (e.g. 1 invoice per signed Engagement)

Individual Invoicing by: ☐ Property(ies)

☐ Service Type(s)

☐ Property and Service Type

I have read and verified the accuracy of the information set forth above, and in Proposal No. 173210.25P, including the legal name of the Client. I hereby certify that I am an employee authorized to sign this contract on behalf of the Client, and by my signature below I



hereby accept the Proposal, as addressed to my company, including the attached Terms and Conditions, and authorize BVTA to proceed with the Services as described. Should any project information change, I understand that additional fees may accrue, and the due date may be extended.

Authorized Signature	(Printed Name)	Phone #
Company Name	Title	Date



CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter *Feucht v. City of Spokane, et. al.*, United States District Court Eastern District of Washington, Cause No. 2:24-cv-0022JAG; and

WHEREAS, additional funds are necessary to defend this case, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 1, 2024, 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 Amendment shall become effective on April 1, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Amendment by having legally-binding representatives affix their signatures below.

PACIFICA LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Jan 10, 2025
Unified Business ID #: 603099772
Business ID #: 001
Location: 0001
Expires: Mar 31, 2026

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS #069370 - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NORTH BEND GENERAL BUSINESS - NON-RESIDENT #022019.0 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #41183 - ACTIVE
TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-018193 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BLACK DIAMOND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT #3221 - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210108 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #18-102248-00-BL - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

CITY/COUNTY ENDORSEMENTS:

BURIEN GENERAL BUSINESS - NON-RESIDENT #09029 - ACTIVE
OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT #25773 - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED12-000283 - ACTIVE
ABERDEEN GENERAL BUSINESS - NON-RESIDENT #216490 - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

PETTIS, FAITH LI
CRAWSHAW-LEWIS, STACEY

LAWRENCE, PAUL J
GREGORY, DEANNA L

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

JOHNSON, BERKLEY GERALD GERALD
STIFFARM, DENISE
SKELTON, JESSICA
TOMLINSON, ZACHARY
JURICH, JON
LEONARD, CURTIS

MOORE, RICHARD
DE LANOY, JOHN
BENGE, ALISON
CHAVEZ, CHARLES
LISAGOR, JAMIE
PEKELIS, ZACHARY

Issue Date: Jan 10, 2025

Unified Business ID #: 603099772

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

REGISTERED TRADE NAMES:

PACIFICA LAW
PACIFICA LAW GROUP
PLG

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
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BUSINESS - NON-RESIDENT -
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NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell WA 98041	CONTACT NAME: Teri Murphy PHONE (A/C, No, Ext): 425-489-4500 E-MAIL ADDRESS: now.info@hubinternational.com FAX (A/C, No): 425-485-8489
INSURED Pacifica Law Group LLP 1191 Second Ave Suite 2000 Seattle WA 98101	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Company of America INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1987883663**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6802T351030	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6802T351030	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUPB0499227	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	6802T351030 UBB0499172	4/1/2025 4/1/2025	4/1/2026 4/1/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
808 W. Falls Blvd.
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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December 20, 2024

Pacifica Law Group LLP
1191 2nd Avenue
Suite 2000
Seattle, WA 98101-3404

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Pacifica Law Group LLP has Professional Liability Coverage under Policy LPL-1973-2025 with an annual limit of \$10,000,000 per claim and \$20,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

A handwritten signature in black ink that reads "Anne M. Mahoney". The signature is fluid and cursive, written over a light blue horizontal line.

By:

Anne M. Mahoney
Assistant Director of Underwriting

Date: 12/20/2024

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax

alas.com



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments 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 Amendment shall become effective on February 1, 2025.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**.

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 Amendment by having legally-binding representatives affix their signatures below.

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

25-117

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



< Business Lookup

License Information:

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

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, PLLC

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682



Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2026	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2026	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2026	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2026	Apr-10-2019
Federal Way General Business - Non-Resident				Active	Feb-28-2026	Jul-22-2021
Issaquah General Business - Non-Resident				Active	Feb-28-2026	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2026	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2026	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2026	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2026	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2026	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2026	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2026	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2026	Nov-07-2023

Owners and officers on file with the Department of Revenue



Owners and officers**Title**

ANGER, KRISTIN D

DANELO, ADA

DIXON, HEATH

STODDARD, KRISTIN

YOUNKER, RODNEY B

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/29/2025 7:49:16 AM

Contact us

How are we doing?



Take our survey!

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Check if your browser is supported





SUMMLAW-01

TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Summit Law Group, PLLC 315 5th Avenue S., Suite 1000 Seattle, WA 98104	NAIC # 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4031454583	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4031454583	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031455250	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4031454583	5/1/2025	5/1/2026	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

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



CITY OF SPOKANE
CONTRACT AMENDMENT
Title: SIDEWALK CONDITION
ASSESSMENT DATA COLLECTION

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DEEPWALK RESEARCH, INC.**, whose address is 125 S. Clark St, Suite 1700, Chicago, Illinois 60603 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract for Sidewalk Condition Assessment Data Collection Software; and

WHEREAS, the initial Contract was on a pilot basis. The Parties wish to expand the work, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated May 18, 2025 and May 19, 2025, 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 Amendment shall become effective on June 16, 2025, and shall end December 31, 2025.

3. ADDITIONAL WORK.

The original contract is amended to include the additional work identified in Company's May 20, 2025 Scope of Work

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$299,735.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Amendment by having legally binding representatives affix their signatures below.

DEEPWALK RESEARCH, 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 to this Amendment:
Company's May 20, 2025 Scope of Work

25-124



DeepWalk

City Of Spokane: 865 Miles

#20250520-201036620

Issued

May 20, 2025

Expires

August 18, 2025

DeepWalk

125 S Clark St

Suite #1700

Chicago, IL 60603

Sean Rice

srice@deepwalkresearch.com

Prepared for

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Lorena Croucher

Associate Engineer

lcroucher@spokanecity.org

(509)625-6894

Table of Contents

1. Introduction
2. Scope of Services
3. Order Form
4. Terms & Conditions
5. Signature

Introduction

DeepWalk Research Inc. is pleased to submit this **subscription-based proposal** to the **City of Spokane** for **sidewalk ADA compliance, condition management, and prioritization**.

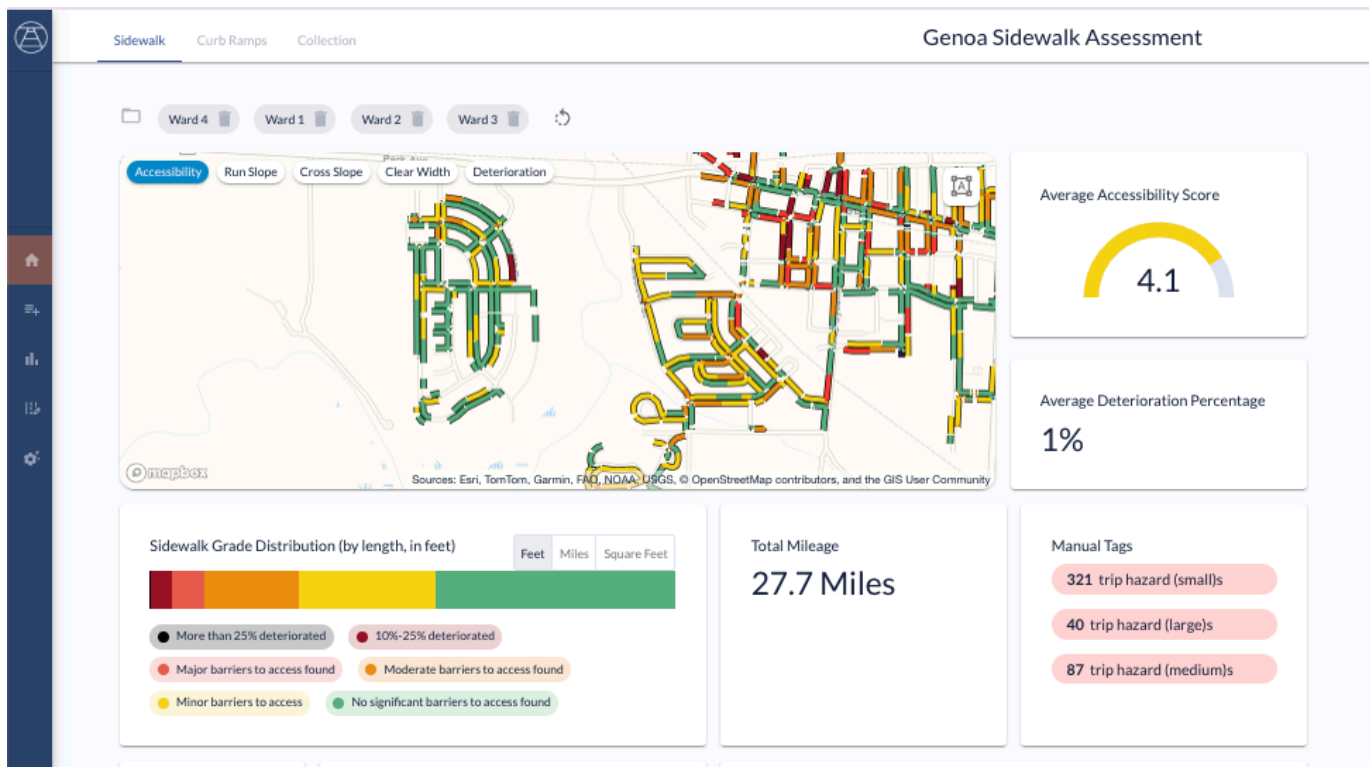
Using **DeepWalk's LiDAR-enabled iPhone application**, municipal staff can efficiently scan sidewalks and curb ramps, capturing **detailed slope, condition, and geometric data**. The **automated system processes and analyzes** the collected data, providing **accurate, actionable insights** without the need for costly external survey equipment.

Beyond Compliance: A Complete Sidewalk Management Solution

DeepWalk's platform goes beyond ADA compliance to serve as a **comprehensive sidewalk condition management system**. It enables:

- ✓ **Work Order Generation** – Identify maintenance needs and create actionable repair tasks.
- ✓ **Budgeting & Resource Allocation** – Use data-driven insights to plan maintenance and capital improvements.
- ✓ **Ongoing Data Maintenance** – Continuously update your sidewalk dataset and prevent data stagnation
- ✓ **Seamless Communication** – Share data with **internal teams, external funders, and the public** for transparency.

DeepWalk's **cloud-based platform** is designed for stakeholders of all technical skill levels to easily access the data in the format they need, ensuring a **data-driven approach to accessibility, maintenance, and long-term infrastructure planning**.



Why Choose DeepWalk's Per Mile Model?

- ✓ **Time-limited Funding** - Using grant funding or a time-sensitive funding source for budgeting
- ✓ **Engineering Consultants** - Already working with a consultant team that will complete assessment within a year
- ✓ **One-Year Assessment** - Assessing the full-scale sidewalk system in or within one year
- ✓ **Defined Scope** - If you know the exact project scope or are focused on a specific section of the system
- ✓ **Web Application** - Included in first year with option to continue for 10% of initial scanning rate
- ✓ **Ongoing Technical Support** - Dedicated assistance for seamless operation.

2. Scope of Services

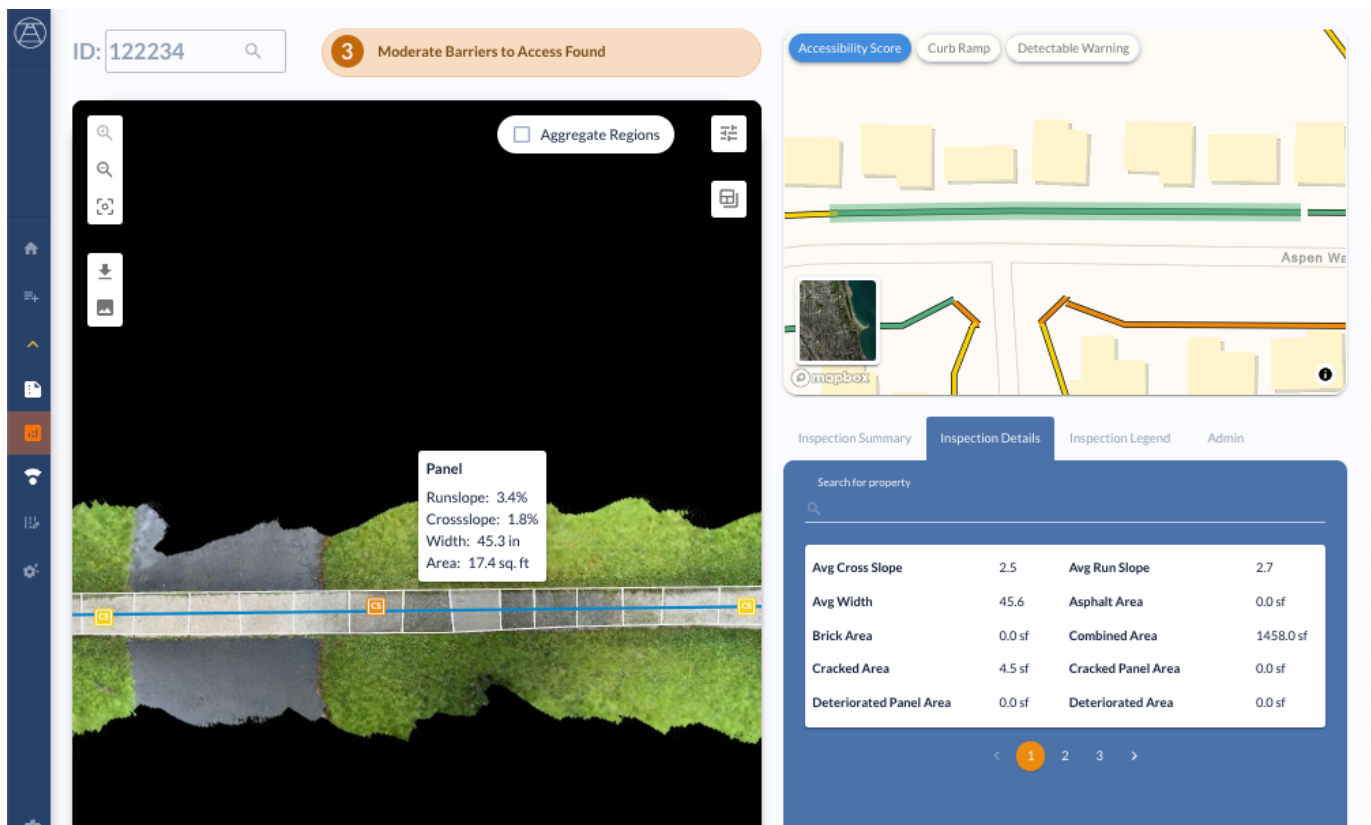
The **DeepWalk Sidewalk Management Platform** is available for **one year from the kickoff date** and renews annually. Adjustments can be made with mutual agreement between both parties.

A. Sidewalk Maintenance & Management Platform

DeepWalk provides a **cloud-based software-as-a-service (SaaS) solution** to help the **City of Spokane** efficiently monitor, assess, and maintain its sidewalk infrastructure. The platform enables Village staff to scan, analyze, and manage sidewalk conditions using a streamlined digital workflow.

Key Features of the DeepWalk Platform:

- ✓ **Mobile Application** - Staff can scan sidewalks & curb ramps using LiDAR-enabled iPhones
- ✓ **Cloud-Based Web Application** - Access reports, maps, and condition insights from any device
- ✓ **Sidewalk Condition Dashboards** - Quickly and easily plan for future sidewalk maintenance
- ✓ **GIS Mapping Layer** - Integrates seamlessly with Esri ArcGIS & municipal asset management tools
- ✓ **Work Order Creation** - Create trip hazard, vegetation, remove & replace, and other maintenance programs



B. Implementation & Training

DeepWalk will provide:

Online Training Platform – Online training platform allows for rapid onboarding of data collectors

Initial Account Setup & Onboarding – Kickoff call with team for assistance in

Data Collection Support – Scan quality reviewed and customized within 48 hours (Must notify data manager 48 hours before collection)

Ongoing Customer Support – Dedicated technical assistance, available **Monday-Friday, 9 AM - 5 PM CST**

C. Data Hosting & Maintenance

All sidewalk data is **securely hosted** on DeepWalk's **cloud-based infrastructure**, ensuring **reliability, accessibility, and scalability**.

Unlimited Data Storage – Store sidewalk scan results, reports, and GIS mapping layers

Automatic Data Backups – Protect data from loss and ensure historical tracking

Continuous Feature Updates – Access the latest software improvements and tools

D. Additional Services (Not included unless specified in Order Form)

Optional Add-Ons:

- **Device Rentals** – \$200 per device per week
- **Extended Data Hosting** – \$25/mile Annually
- **Additional Miles** - \$500/mile

Additional Services & Customization

DeepWalk understands that **each municipality has unique needs**. We offer customization options, including:

- **Data Collection Services** – DeepWalk's network of 3rd party data collectors can quickly collect sidewalk data for a fixed fee
- **Custom Implementations** – DeepWalk's [ArcGIS partners](#) can develop custom ArcGIS, CityWorks, Cartegraph, and other geospatial implementations
- **Priority Support & Processing** – Real time quality control and rapid turnaround available for time-sensitive projects

Products & Services Order Form

Products & Services	Billing Frequency	Quantity	Unit price	Price
Sidewalk + Curb Ramp Scans		865	\$315.00	\$272,475.00
Web Application Subscription	Annually	1	\$27,260.00/ year	\$27,260.00/ year for 1 year
Annual subtotal				\$27,260.00
One-time subtotal				\$272,475.00
Total				\$299,735.00

Comments

Terms and Conditions

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services and Deliverables as outlined in Exhibit A. As part of the registration process, Company will provide an administrative username and password for Customer’s Company account.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Deliverables listed in the Statement of Work in Exhibit A. Company shall own and retain all right, title and interest in and to (a) all raw data not listed in the Statement of Work in Exhibit A (b) the Services and Software, all improvements, enhancements or modifications thereto, (c) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and

corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment). Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all purchased deliverables available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the

Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; AND (B) FOR ANY AMOUNTS THAT TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. In claims for money damages, the total amount of recoverable attorneys' fees shall not exceed the net monetary award of the prevailing party. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 180 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

10. INSURANCE

Company shall maintain insurance in full force and effect throughout the term of this Agreement. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of Customer and that any other insurance maintained by Customer is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Company shall provide at least the following limits and coverages:

Commercial General Liability Insurance

Company shall obtain, at Company's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include contractual liability insurance for the indemnity provided under this Agreement. At a minimum, the following insurance will be carried:

Coverage Limit

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises (each occurrence)	\$500,000
Medical Expense (Any one person)	\$5,000

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement.

Technology & Media Errors and Omissions Liability

Company shall obtain, at Company’s expense, and keep in effect during the term of this Agreement, Technology & Media Errors and Omissions Liability Insurance covering any damages caused by an error, omission or any negligent act. Annual aggregate limit shall not be less than \$2,000,000 per claim.



CERTIFICATE OF LIABILITY INSURANCE

EMBROKER

DATE (MM/DD/YYYY)

04/09/2025

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

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

PRODUCER Embroker Insurance Services LLC 5214F Diamond Heights Blvd. Unit #1261 San Francisco, CA, 94131	CONTACT NAME: Julie Noonan PHONE (A/C, No. Ext): (844) 436-2765 E-MAIL ADDRESS: certificates@embroker.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL CAS CO INSURER B: WESTCHESTER FIRE INS CO INSURER C: EVERSPAN IND INS CO INSURER D: INSURER E: INSURER F:	NAIC # 20443 10030 16882
INSURED DeepWalk Research Inc. 125 South Clark Street Floor 17 Workbox Suite 2 Chicago, IL, 60603		

COVERAGES**CERTIFICATE NUMBER:** 02ee3572-1579-11f0-8320-5bb56def86ec**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7038604655	11/03/2024	11/03/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7038604655	11/03/2024	11/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7094961486	11/03/2024	11/03/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	71802621	04/21/2024	04/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O/Cyber Liability			EM3EII-AX-001835-01	05/09/2024	05/09/2025	Aggregate 2,000,000
A	Employment Practices Fiduciary Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate 10,000
A	Personal And Advertising Injury Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate 2,000,000

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

CONTINENTAL CAS CO, NAIC# 20443

Products/Completed Operations - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00

Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443

General Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Occurrence 2,000,000.00

Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CERTIFICATE HOLDERCity of Spokane
808 W Spokane Falls Blvd
Spokane, WA, 99201**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

CONTINENTAL CAS CO, NAIC# 20443
 General Liability - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
 Medical Expense - 7038604655, 11/03/2024 - 11/03/2025 Per Person 10,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
 Damage to Rented Premises - 7038604655, 11/03/2024 - 11/03/2025 Per Premises 1,000,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
 Hired Non Owned Auto Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Accident 1,000,000.00
 Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

City of Spokane is included as an Additional Insured on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

City of Spokane is included as an Additional Insured on a primary non-contributory basis on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** DEEPWALK RESEARCH, INC.**Business name:** DEEPWALK**Entity type:** [Profit Corporation](#)**UBI #:** 605-270-956**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 620 N LA SALLE DR
CHICAGO IL 60654-3708**Mailing address:** 620 N LA SALLE DR
CHICAGO IL 60654-3708

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Apr-30-2026	Apr-17-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
YATES, BRANDON	

Registered Trade Names

Registered trade names	Status	First issued
DEEPWALK	Active	Jun-27-2023

The Business Lookup information is updated nightly. Search date and time: 5/1/2025 8:09:24 AM



Contact us

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City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments 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 Amendment shall become effective on April 1, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **THREE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$385,000.00)**.

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 Amendment by having legally-binding representatives affix their signatures below.

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



< Business Lookup

License Information:

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

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, PLLC

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682



Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2026	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2026	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2026	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2026	Apr-10-2019
Federal Way General Business - Non-Resident				Active	Feb-28-2026	Jul-22-2021
Issaquah General Business - Non-Resident				Active	Feb-28-2026	Jun-28-2018



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2026	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2026	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2026	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2026	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2026	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2026	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2026	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2026	Nov-07-2023

Owners and officers on file with the Department of Revenue



Owners and officers**Title**

ANGER, KRISTIN D

DANELO, ADA

DIXON, HEATH

STODDARD, KRISTIN

YOUNKER, RODNEY B

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/29/2025 7:49:16 AM

Contact us

How are we doing?



Take our survey!

Don't see what you expected?

Check if your browser is supported





SUMMLAW-01

TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Summit Law Group, PLLC 315 5th Avenue S., Suite 1000 Seattle, WA 98104	NAIC # 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4031454583	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4031454583	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031455250	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4031454583	5/1/2025	5/1/2026	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/22/2025

Clerk's File #

OPR 2025-0432

Cross Ref #**Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

STEVE WOHL 4056

Requisition #**Contact E-Mail**

SJWOHL@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

1620 - ACCEPTANCE OF YWCA FIREARMS RECOVERY GRANT

Agenda Wording

Acceptance of grant subaward from the YWCA as part of the Domestic Violence Order Service and Firearms Recovery Unit grant.

Summary (Background)

Spokane Police was recently awarded \$384,785 as a subawardee of Dept. of Justice grant funds under the Office of Firearm Safety and Violence Prevention, State Crisis Intervention Program. Funding will be used to offset officer overtime related to establishing a specialized unit to serve DV orders and ensure immediate removal of firearms and as well as enhance community education. Funding will also go towards increased cost of Property evidence storage. Grant period 10/1/2024 through 09/30/2026 under ALN 16.738.

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? NO			
Total Cost		\$ 384,785.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Indirect grant funding from the Dept. of Justice.			
Amount		Budget Account	
Revenue	\$ 384,785.00	#	1620-91838-99999-33316-99999
Expense	\$ 343,785.00	#	1620-91838-21250-51215-99999
Expense	\$ 41,000.00	#	1620-91838-21800-53201-99999
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>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Jeanette Hauck jeanetteh@ywcaspokane.org		SPDFinance@spokanecity.org	
dsingley@spokanepolice.org		tmeidl@spokanepolice.org	

Subaward Agreement	
Organization (Pass-Through Entity): W S S S S S W Award/Contract Number: 24 444 00 Awarding Agency: W D r m Award Amount: 0 48 Indirect Cost Rate: 1	Organization (Subrecipient): S UEI: D 8 M Subaward Grant Number: 24 444 00 01 Subaward Amount: 84 8 00 d r R 0
Program Title: S r D - r S d S r r r r r r r Federal Agency: D r ALN 16.738 Period of Performance – Budget Period From: 10 01 2024 To: 0 0 2 Project Description/Title: D r S d R r	
YWCA Program Contact D r r r r r 0 r M r S r S W 201 0 12 r	Grantee Program Contact r M d S D r 1100 W M S W 20 d r 0 2 41 2
YWCA Financial Contact M r r 0 r M r S r S W 201 0 8 02 M r	Grantee Financial Contact: S M r 1100 W M S W 20 0 2 8 r

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Subrecipient shall provide YWCA with a copy of Subrecipient's most recent financial statement, including a balance sheet, income statement, and statement of cash flows, for the fiscal year ending on or before the date of the audit. Subrecipient shall also provide YWCA with a copy of the audit report, including the auditor's opinion and findings, for the fiscal year ending on or before the date of the audit.

Subrecipient shall provide YWCA with a copy of Subrecipient's most recent financial statement, including a balance sheet, income statement, and statement of cash flows, for the fiscal year ending on or before the date of the audit. Subrecipient shall also provide YWCA with a copy of the audit report, including the auditor's opinion and findings, for the fiscal year ending on or before the date of the audit.

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Subrecipient's obligations under this agreement shall not include the obligation to provide any goods or services to the Subrecipient's constituents or to the community at large. The Subrecipient's obligation shall not include the obligation to provide any goods or services to the community at large.

The Subrecipient's obligation shall not include the obligation to provide any goods or services to the community at large. The Subrecipient's obligation shall not include the obligation to provide any goods or services to the community at large. The Subrecipient's obligation shall not include the obligation to provide any goods or services to the community at large.

12. INSURANCE. Subrecipient shall obtain and maintain general liability insurance with a minimum coverage of \$2,000,000. The policy shall include liability arising out of the parties' performance under this agreement. Subrecipient shall provide a copy of the policy to the grantor.

The grantor shall obtain and maintain general liability insurance with a minimum coverage of \$2,000,000. The policy shall include liability arising out of the parties' performance under this agreement. The grantor shall provide a copy of the policy to the subrecipient.

Subrecipient shall obtain and maintain general liability insurance with a minimum coverage of \$2,000,000. The policy shall include liability arising out of the parties' performance under this agreement. Subrecipient shall provide a copy of the policy to the grantor.

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- ☐ or ☐
- ☐

Worker's Compensation shall be provided for all employees of the Subrecipient. The Subrecipient shall provide coverage for all employees of the Subrecipient for a period of not less than 1,000,000 and not more than 2,000,000.

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- ☐ or ☐
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Worker's Compensation shall be provided for all employees of the Subrecipient. The Subrecipient shall provide coverage for all employees of the Subrecipient for a period of not less than 1,000,000 and not more than 2,000,000.

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The Subrecipient's Worker's Compensation shall be provided for all employees of the Subrecipient. The Subrecipient shall provide coverage for all employees of the Subrecipient for a period of not less than 1,000,000 and not more than 2,000,000.

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The Worker's Compensation shall be provided for all employees of the Subrecipient. The Subrecipient shall provide coverage for all employees of the Subrecipient for a period of not less than 1,000,000 and not more than 2,000,000.

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The Subrecipient's Worker's Compensation shall be provided for all employees of the Subrecipient. The Subrecipient shall provide coverage for all employees of the Subrecipient for a period of not less than 1,000,000 and not more than 2,000,000.

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The Subrecipient's Worker's Compensation shall be provided for all employees of the Subrecipient. The Subrecipient shall provide coverage for all employees of the Subrecipient for a period of not less than 1,000,000 and not more than 2,000,000.

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identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will

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Sor_____’s performance of services under this Agreement. Sor_____
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YWCA's prior written consent, which YWCA may withhold in its sole discretion. Should

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Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements

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Required training for Grant Award Administrator and Financial Manager

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Requirement to report potentially duplicative funding

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The YWCA of Spokane is a 501(c)(3) nonprofit organization that provides a variety of services to the community. We are currently seeking a **Community Development Specialist** to join our team. This position will be responsible for developing and implementing community development projects that address the needs of the community. The ideal candidate will have a strong background in community development, a passion for social justice, and excellent communication skills.

The Community Development Specialist will be responsible for the following duties:

- 1. Develop and implement community development projects that address the needs of the community.
- 2. Conduct research and analysis to identify community needs and develop effective strategies to address them.
- 3. Build relationships with community members, organizations, and government agencies to promote collaboration and resource sharing.
- 4. Write grant proposals and secure funding for community development projects.
- 5. Monitor and evaluate the impact of community development projects and make adjustments as needed.
- 6. Provide technical assistance and training to community members and organizations.
- 7. Represent the YWCA of Spokane at community events and meetings.
- 8. Stay up-to-date on community development trends and best practices.

The ideal candidate for this position will have the following qualifications:

- A Bachelor's degree in Community Development, Social Work, or a related field.
- At least 2 years of experience in community development.
- Strong written and verbal communication skills.
- Excellent organizational and time management skills.
- A passion for social justice and a commitment to the YWCA's mission.

To apply for this position, please submit your resume and cover letter to hr@ywcaspokane.org. We are an equal opportunity employer and encourage applications from all qualified individuals.

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The recipient's breach procedures must be designed to ensure that the recipient is able to identify, assess, and respond to a breach of the recipient's security measures. The recipient's breach procedures must be designed to ensure that the recipient is able to identify, assess, and respond to a breach of the recipient's security measures. The recipient's breach procedures must be designed to ensure that the recipient is able to identify, assess, and respond to a breach of the recipient's security measures.

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Determination of suitability to interact with participating minors

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Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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Requirement for data on performance and effectiveness under the award

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OJP Training Guiding Principles

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Effect of failure to address audit issues

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Potential imposition of additional requirements

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Exhibit A – Contract

Contract # 24-444-00

Spokane County - The Spokane County Board of Commissioners
Spokane County Board of Commissioners - *included as attachment*

Exhibit B[illegible]

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Subrecipient:

Authorized Signature:

Name:

Title:

Date:

Exhibit A - Contract



Federal General Grant with

Young Women's Christian Association of Spokane (YWCA Spokane)

through

Office of Firearm Safety and Violence Prevention (OFSVP)

State Crisis Intervention Program (SCIP)

Grant Number:

F24-34443-007

For

This project will establish a Domestic Violence Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community.

Dated: Tuesday, October 1, 2024



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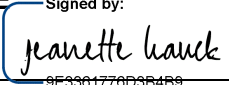
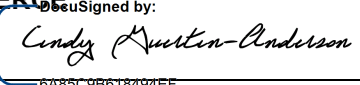
Face Sheet

Research & Development: ☐ Yes ☒ No

Grant Number: F24-34443-007

Community Services Division – Office of Firearm Safety and Violence Prevention State Crisis Intervention Program

☒ Subrecipient☐ Contractor

1. Grantee Young Women's Christian Association of Spokane 930 N. Monroe Street Spokane, WA 99201		2. Grantee Doing Business As (as applicable) YWCA Spokane	
3. Grantee Representative Sally Winn Director of Legal Services 509-789-9288 sallyyw@ywcaspokane.org		4. COMMERCE Representative Jasmine Shurelds SCIP Program Manager 564-233-1630 jasmine.shurelds@commerce.wa.gov	
5. Grant Amount \$790,487.36	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date 10/01/24
8. End Date 09/30/26		9. Federal Funds (as applicable) \$790,487.36	
Federal Agency: Department of Justice		ALN 16.738	Indirect Rate 17.63
10. Tax ID # 91-0565025	11. SWV # SWV0003126	12. UBI # 328 006 410	13. UEI # HQ7UCU8XLWF1
14. Grant Purpose This project will establish a Domestic Violence Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting			
FOR GRANTEE Signed by:  _____ Jeanette Hauck, CEO 11/19/2024 4:56 AM PST _____ Date		FOR COMMERCE Signed by:  _____ Cindy Guertin-Anderson, Assistant Director 11/24/2024 1:59 PM PST _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: February 13, 2023 (for project period October 1, 2022-September 30, 2026)
Federal Award Identification Number (FAIN): 15PBJA-23-GG-00040-BSCI
Federal Awarding Agency: Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Total amount of federal funds obligated to this Subrecipient for this program: \$790,487.36
Total amount of federal funds obligated to this Subrecipient for all programs: \$819,187.36
Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. 15PBJA-23-GG-00040-BSCI awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety and Violence Prevention, Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$790,487.36 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the Attachment A, Scope of Work and Attachment B, Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$790,487.36, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at state travel reimbursement rates in effect on the date of travel.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.



If required, the attachments to the invoice request in the Commerce Grants Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number F24-34443-007. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.



The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity



insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Reporting



General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C.** "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D.** "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E.** "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G.** "State" shall mean the state of Washington.
- H.** "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I.** "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J.** "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State



Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. AUDIT

If the Grantee expends \$750,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$750,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

- A. If non-profit, Grantee shall submit all audit documentation to the [Federal Audit Clearinghouse](#).
- B. If for-profit, Grantee shall submit all audit documentation to COMMERCE.

If the Grantee expends **less** than \$750,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:



- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. **CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. **COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.



"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.



17. INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of not more than 10% of Modified Total Direct Costs (MTDC) may be used.

20. INDUSTRIAL INSURANCE COVERAGE

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter,



amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

24. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 29 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs



are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all expenditures funded by this Grant.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii.** Positive efforts shall be made to use small and minority-owned businesses.
 - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v.** Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi.** Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii.** Procurement records and files for purchases shall include all of the following:
 - 1)** Grantee selection or rejection.



2) The basis for the cost or price.

3) Justification for lack of competitive bids if offers are not obtained.

viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

28. **PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. **RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. **RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.



33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement



or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;



- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Project Statement

The YWCA Spokane, in partnership with the City of Spokane, will establish a Domestic Violence (DV) Order Service and Firearms Recovery Unit designed to enhance the safety and well-being of domestic violence survivors, their families, law enforcement, and the broader community. This contract will build on prior, multidisciplinary efforts in the region to close procedural gaps related to firearm removal by deepening coordination between law enforcement, courts, and victim services.

The DV Order Service and Firearms Recovery Unit aims to significantly reduce the risk of lethal violence by swiftly removing firearms from volatile situations involving domestic violence offenders. This multidisciplinary and inter-jurisdictional initiative will serve Spokane County and City, ensuring swift and certain enforcement of court-ordered firearm relinquishments. Domestic violence poses a critical threat to the safety of individuals and communities, and firearms in the hands of DV offenders drastically increase the risk of fatal outcomes. The YWCA Spokane is committed to addressing these issues through this unit.

Project Goals and Actions

Establish a specialized unit to serve DV Orders and Extreme Risk Protection Orders (ERPOs).

- Form a unit composed of 2 extra duty officers from the City of Spokane Police Department and 1 Domestic Violence Firearms Investigative Analyst.
- Send units out for 3 shifts per week (5-hour shifts).

Ensure the immediate and proactive removal of firearms from DV situations.

- Serve protection orders and enforce Orders to Surrender (OTS).
- Conduct thorough investigations to verify firearm possession and ensure compliance with court orders.

Enhance community education and awareness regarding firearm relinquishment laws.

- Support victims through the protection order process in reporting and responding to perpetrators with firearms.
- Conduct regular training sessions and workshops for law enforcement and community partners.

Strengthen inter-jurisdictional collaboration to effectively manage firearms crossing jurisdictional lines.

- Collaborate with multiple jurisdictions to manage cases involving firearms crossing boundaries.

Ensure the safekeeping of firearms with Spokane Law Enforcement Property & Evidence until judicial review.

- Secure temporary custody of firearms during periods of heightened risk.
- Conduct regular audits of firearm storage and custody records to ensure data correlates between sources and intelligence gathered.



Project Implementation/Schedule

Goal/Action	Tasks	Deliverables	Timeline
Establish a specialized unit to serve DV Orders to Surrender Firearms	<ol style="list-style-type: none"> 1. Recruit 2 extra duty officers from the City of Spokane Police Department and 1 Domestic Violence Firearms Investigative Analyst. 2. Formally establish the DV Order Service and Firearms Recovery Unit. 	<ul style="list-style-type: none"> • Recruitment announcements • SPD subcontracts signed • Official unit establishment documentation 	<p>Start: 10/01/24</p> <p>Complete: Within 2 months of funding</p>
Ensure the immediate and proactive removal of firearms from DV situations	<ol style="list-style-type: none"> 1. Serve protection orders and enforce Orders to Surrender. 2. Conduct investigations to verify firearm possession. 3. Engage in follow-up contacts and witness interviews. 4. Secure temporary custody of firearms during periods of heightened risk. 	<ul style="list-style-type: none"> • Number of orders served • Investigation reports • Follow-up contact logs • Firearm custody records 	<p>Ongoing, starting immediately upon unit establishment which is approximately 12/01/24</p>
Enhance community education and awareness regarding firearm relinquishment laws	<ol style="list-style-type: none"> 1. Conduct regular training sessions and workshops for law enforcement and community partners. 2. Develop educational materials on firearm relinquishment laws. 3. Disseminate educational materials to the community. 	<ul style="list-style-type: none"> • Training session schedules and attendance logs • Educational materials (brochures, flyers) • Distribution records of educational materials 	<p>Training sessions: Quarterly, approximately Jan/Apr/Jul/Oct</p> <p>Educational materials: Developed within 3 months and updated annually</p> <p>Dissemination: Ongoing</p>



Strengthen inter-jurisdictional collaboration to effectively manage firearms crossing jurisdictional lines	<ol style="list-style-type: none"> 1. Collaborate with multiple jurisdictions to manage cases involving firearms crossing boundaries. 2. Establish communication protocols with partner jurisdictions. 3. Hold regular coordination meetings with partner agencies. 	<ul style="list-style-type: none"> • Memorandums of Understanding (MOUs) with partner jurisdictions • Communication protocols • Meeting agendas and minutes 	<p>MOUs and protocols: Within 3 months of unit establishment</p> <p>Coordination meetings: Monthly</p>
Ensure the safekeeping of firearms with Spokane Law Enforcement Property & Evidence until judicial review	<ol style="list-style-type: none"> 1. Secure temporary custody of firearms during periods of heightened risk. 2. Maintain secure storage facilities for confiscated firearms. 3. Conduct regular audits of firearm storage and custody records. 	<ul style="list-style-type: none"> • Firearm custody records • Inventory logs • Audit reports 	<p>Secure storage: Ongoing</p> <p>Audits: Quarterly, approximately Jan/Apr/Jul/Oct</p>



Attachment B: Budget

The Budget for the award period of 10/01/2024 through 09/30/2026 is \$790,487.36 over the period of performance.

The Contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work.

Contractor is approved to use consultants and subcontractors and will follow the Contractor's procurement policies when/if warranted.

Item	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26	Total Project
PERSONNEL SERVICES			
Salaries (Full- & Part-Time)	\$ 103,235.00	\$ 108,396.75	\$ 211,631.75
Personnel Benefits	\$ 24,982.90	\$ 26,232.05	\$ 51,214.95
SUBTOTAL - PERSONNEL SERVICES	\$ 128,217.90	\$ 134,628.80	\$ 262,846.70
GOODS & SERVICES			
Office Supplies	\$ 2,000.00	\$ 2,100.00	\$ 4,100.00
Operating Supplies	\$ -	\$ -	\$ -
Equipment	\$ 2,050.00	\$ 600.00	\$ 2,650.00
Consultant and Subcontracted Services	\$ 187,700.00	\$ 197,085.00	\$ 384,785.00
Automobile Expense	\$ -	\$ -	\$ -
Printing & Duplicating	\$ 600.00	\$ 630.00	\$ 1,230.00
Insurance	\$ -	\$ -	\$ -
Rentals - Buildings	\$ 2,000.00	\$ 2,100.00	\$ 4,100.00
Rentals - Equipment	\$ -	\$ -	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 194,350.00	\$ 202,515.00	\$ 396,865.00
Travel	\$ 3,000.00	\$ 3,150.00	\$ 6,150.00
Training	\$ 3,000.00	\$ 3,150.00	\$ 6,150.00
Other/Misc Expenses	\$ -	\$ -	\$ -
Indirect & Administration Costs	\$ 57,926.52	\$ 60,549.14	\$ 118,475.66
TOTAL EXPENDITURES	\$ 386,494.42	\$ 403,992.94	\$ 790,487.36



Equipment - Itemize below:	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26
Laptop, Monitor and docking station for Analyst. Ongoing licensing and manintenance of same.	\$ 2,050.00	\$ 600.00
0	\$ -	\$ -
0	\$ -	\$ -
0	\$ -	\$ -
Total	\$ 2,050.00	\$ 600.00

Consultant and Subcontracted Services - Itemize below:	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26
Compensation for order service and firearm removal	\$ 167,700.00	\$ 176,085.00
Storage of firearms for safekeeping	\$ 20,000.00	\$ 21,000.00
0	\$ -	\$ -
0	\$ -	\$ -
Total	\$ 187,700.00	\$ 197,085.00

Indirect Administration Costs - Itemize below:	OFSVP-CSU Funding FFY25	OFSVP-CSU Funding FFY26
Federal Negotiated Rate .1763	\$ 57,926.52	\$ 60,549.14
0	\$ -	\$ -
0	\$ -	\$ -
0	\$ -	\$ -
Total	\$ 57,926.52	\$ 60,549.14



Attachment C: Reporting

Reports will be submitted quarterly based upon the calendar year: January-March, April-June, July-September, and October-December. The first quarter of this contract is October-December 2024. The first report is due January 20, 2025.

To meet reporting requirements for federal funding, the Contractor will comply with COMMERCE and the Department of Justice (DOJ) on the collection of required performance measurement data pertaining to SCIP-funded activities. COMMERCE will provide the official reporting tool upon sending the fully executed contract to the Contractor. For this contract, the Contractor will report performance measures based on the example(s) below.

Program Overview

1. Please identify which types of projects your program funding will support: *select all that apply*
 - ☐ Specialized court-based programs such as drug, mental health, and veterans treatment courts, including those that specifically accept clients with firearm violations
 - ☐ Extreme Risk Protection Order (ERPO) Programs
 - ☐ Other related programs and initiatives
2. Please provide a brief description for each of the projects selected.
3. Does your program include a researcher or a research partner? Where applicable, this can include state statistical analysis centers or in-house research capacity within your agency. *Yes or No*
4. If yes, provide the primary point of contact (POC) for the researcher/research partner that your agency will be working with as part of Byrne SCIP. If there has been a change in the researcher/research partner POC, please update.

Name	
Agency Name	
Phone	
Email	

Extreme Risk Protection Orders

1. During the reporting period, were program funds used to carry out ERPOs? *Yes or No*
2. If Yes, indicate the type of ERPO activity funded: *select all that apply*
 - ☐ Establishing New ERPO Program – Local
 - ☐ Establishing New ERPO Program – State
 - ☐ Establishing New ERPO Program – Tribal
 - ☐ Enhancing ERPO Program – Local
 - ☐ Enhancing ERPO Program – State



☐ Enhancing ERPO Program – Tribal

3. Please identify which of the following activities related to ERPO programs took place (or will take place) using program funds for either a new program or the enhancement of an existing program.

Program Activities	New Program	Existing Program
Planning and research regarding ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Software or other technologies designed to track relinquished guns	<input type="checkbox"/>	<input type="checkbox"/>
Technology or risk assessment initiatives designed to support ERPO efforts	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of specialized training for law enforcement officers	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for judiciary and court staff on ERPO proceedings	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for family members on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for prosecutors on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for fire, and medical, and first responders on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for business community, chambers of commerce and local/state human resources professionals	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for school administrators on ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Development and/or delivery of training for clergy and religious institutions	<input type="checkbox"/>	<input type="checkbox"/>
Outreach to the community, elected officials, and those engaging with at-risk individuals regarding ERPO program development, enhancement, and related initiatives	<input type="checkbox"/>	<input type="checkbox"/>
Development of training to assist community, law enforcement, behavioral health professionals, identify and respond to on-line threats, bullying, and other activity that may lead to gun violence	<input type="checkbox"/>	<input type="checkbox"/>
Media reports, interviews, or other public information regarding the grant-funded ERPO program	<input type="checkbox"/>	<input type="checkbox"/>
Publication of best practices regarding ERPO	<input type="checkbox"/>	<input type="checkbox"/>
Evaluation or assessment of existing ERPO activities	<input type="checkbox"/>	<input type="checkbox"/>
Other, please explain:	<input type="checkbox"/>	<input type="checkbox"/>

4. Have standards, policies, or protocols for ERPO been developed? *Yes or No*
5. If Yes, select the staff that the ERPO standards, policies, and protocols were developed for: *select all that apply*
- ☐ Judiciary
 - ☐ Law Enforcement
 - ☐ Dispatchers
 - ☐ Medical First Responders
 - ☐ Behavioral Health Specialists
 - ☐ Court Staff
 - ☐ Other, please explain:
6. Describe any measures taken to safeguard the constitutional rights of individuals subject to ERPO programs or initiatives implemented under this award.



7. Describe any assistance provided to subrecipients and other program stakeholders related to safeguarding the constitutional rights of individuals subject to ERPO programs or initiatives implemented under this award.

Training and Technical Assistance

1. Did the project provide or facilitate training for stakeholders (e.g. law enforcement, behavioral health providers, or court actors [prosecutors or judges]) during the reporting period? *Yes or No*
2. If yes, how many trainings were completed during the reporting period?
3. For each training completed during the reporting period, indicate: 1) the training topic, 2) the target audience, 3) the number of people trained, and 4) the name of the training provider. *Count each person once per training topic, regardless of how many times they attended the training. You may report five trainings per reporting period. If more than five trainings were completed during the reporting period, please submit a separate excel spreadsheet listing those trainings.*

Training Topic	Date Delivered	Target Audience	Number of People Trained	Training Provider	Link to Media Coverage, Recording of Training, Materials, etc.	Training Format (Online, Conference, Meeting, Board of Directors Meeting, In Service)

4. Did the project provide or facilitate training to members of the public during the reporting period? *Yes or No*
5. If yes, how many trainings were completed during the reporting period?
6. For each training member of the public (e.g., friends and family) that was completed during the reporting period, indicate: 1) the training topic, 2) the target audience, 3) the number of people trained, and 4) the name of the training provider. *Count each person once per training topic, regardless of how many times they attended the training. You may report five trainings per reporting period. If more than five trainings were completed during the reporting period, please submit a separate excel spreadsheet listing those trainings.*

Training Topic	Date Delivered	Target Audience	Number of People Trained	Training Provider	Link to Media Coverage, Recording of Training, Materials, etc.	Training Format (Online, Conference, Meeting, Board of Directors)



						Meeting, In Service)

7. What outreach and training materials have you developed to support this initiative?

Format	Link	Topic	Target Audience
Webpages			
Social media outreach (e.g. YouTube, Facebook, X [formally Twitter] etc.)			
Monographs			
Webinars			
Presentations (e.g., PowerPoint)			
Brochures			
Fact Sheets			
Newsletter, email, or other bulletins			
Television or radio engagement (e.g., advertisements, spotlights, etc.)			
Other, please explain:			

General Questions

1. What was the top accomplishment this program had during the reporting period?
2. What was the primary goal you focused on during this reporting period and what progress did you make toward that goal?
3. Did you encounter any problems or barriers during this reporting period? If yes, please explain.
4. Is there any assistance that we can provide at this time?
5. Are you on track to complete your program fiscally and programmatically as outline in your contract and/or grant?
6. What is one major activity planned for the next reporting period?
7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with us regarding this initiative?



DocuSign Contract Review and Routing Form

Office of Firearm Safety and Violence Prevention – Community Safety Unit

Type of Action (Check One): New Contract/Grant ☒ Amendment ☐ IAG ☐ Memo ☐

Funding Type (Check One): Federal ☒ State ☐

Contractor/Grantee Name: Young Women’s Christian Association of Spokane

Contract/Grant Number: _F24-34443-007

Term: 10/1/2024 To 9/30/2026

Review by:	Name:	Initial/Date:
Contract Manager	Jasmine Shurelds	<div><div>DS</div><div>JS</div><div>11/13/2024</div></div>
Portfolio Manager	Aaron Edenshaw	<div><div>DS</div><div>AE</div><div>11/13/2024</div></div>
Executive Director	Kathleen Harvey	<div><div>DS</div><div>KH</div><div>11/18/2024</div></div>

9:52 AM PST

10:00 AM PST

7:51 AM PST

Exhibit B - Grant Application

General Organization Information (organization being funded)	
Organization Name	Young Women's Christian Association of Spokane
District	West
Meeting Date	01/01/2011
Meeting Date	01/01/2011
Day	10/02
SW	SW00012
	2800410
	8W1

Grantee Representative Information (point person managing grant)	
First Name	S W
Last Name	Dr r S r
Phone Number	08288
Email Address	ddr r
Grantee Signatory Agent (principle agent signing grant contract)	
First Name	
Last Name	

Proposed Scope of Work

General Program Description

Brief summary (1 or 2 sentences) of the organization/program.

[illegible]

Project Statement

Project Implementation/Schedule

Description of individual tasks, activities, and/or deliverables in chronological order that are necessary to accomplish the goal(s) and actions, along with a schedule to complete them

Goal/Action	Tasks	Deliverables	Timeline
<p>• Establish a project team</p> <p>• Develop a project plan</p> <p>• Identify project goals and objectives</p> <p>• Develop a budget</p> <p>• Develop a timeline</p> <p>• Develop a communication plan</p> <p>• Develop a risk management plan</p> <p>• Develop a monitoring and evaluation plan</p> <p>• Develop a sustainability plan</p> <p>• Develop a dissemination plan</p> <p>• Develop a project report</p>	<p>1. Review project goals and objectives</p> <p>2. Develop a project plan</p> <p>3. Identify project goals and objectives</p> <p>4. Develop a budget</p> <p>5. Develop a timeline</p> <p>6. Develop a communication plan</p> <p>7. Develop a risk management plan</p> <p>8. Develop a monitoring and evaluation plan</p> <p>9. Develop a sustainability plan</p> <p>10. Develop a dissemination plan</p> <p>11. Develop a project report</p>	<ul style="list-style-type: none"> • Review project goals and objectives • Develop a project plan • Identify project goals and objectives • Develop a budget • Develop a timeline • Develop a communication plan • Develop a risk management plan • Develop a monitoring and evaluation plan • Develop a sustainability plan • Develop a dissemination plan • Develop a project report 	<p>Start: 1/1/2020</p> <p>Complete: 12/31/2020</p>
<p>• Establish a project team</p> <p>• Develop a project plan</p> <p>• Identify project goals and objectives</p> <p>• Develop a budget</p> <p>• Develop a timeline</p> <p>• Develop a communication plan</p> <p>• Develop a risk management plan</p> <p>• Develop a monitoring and evaluation plan</p> <p>• Develop a sustainability plan</p> <p>• Develop a dissemination plan</p> <p>• Develop a project report</p>	<p>1. Review project goals and objectives</p> <p>2. Develop a project plan</p> <p>3. Identify project goals and objectives</p> <p>4. Develop a budget</p> <p>5. Develop a timeline</p> <p>6. Develop a communication plan</p> <p>7. Develop a risk management plan</p> <p>8. Develop a monitoring and evaluation plan</p> <p>9. Develop a sustainability plan</p> <p>10. Develop a dissemination plan</p> <p>11. Develop a project report</p>	<ul style="list-style-type: none"> • Review project goals and objectives • Develop a project plan • Identify project goals and objectives • Develop a budget • Develop a timeline • Develop a communication plan • Develop a risk management plan • Develop a monitoring and evaluation plan • Develop a sustainability plan • Develop a dissemination plan • Develop a project report 	<p>Ongoing: 1/1/2020 - 12/31/2020</p>
<p>• Establish a project team</p> <p>• Develop a project plan</p> <p>• Identify project goals and objectives</p> <p>• Develop a budget</p> <p>• Develop a timeline</p> <p>• Develop a communication plan</p> <p>• Develop a risk management plan</p> <p>• Develop a monitoring and evaluation plan</p> <p>• Develop a sustainability plan</p> <p>• Develop a dissemination plan</p> <p>• Develop a project report</p>	<p>1. Review project goals and objectives</p> <p>2. Develop a project plan</p> <p>3. Identify project goals and objectives</p> <p>4. Develop a budget</p> <p>5. Develop a timeline</p> <p>6. Develop a communication plan</p> <p>7. Develop a risk management plan</p> <p>8. Develop a monitoring and evaluation plan</p> <p>9. Develop a sustainability plan</p> <p>10. Develop a dissemination plan</p> <p>11. Develop a project report</p>	<ul style="list-style-type: none"> • Review project goals and objectives • Develop a project plan • Identify project goals and objectives • Develop a budget • Develop a timeline • Develop a communication plan • Develop a risk management plan • Develop a monitoring and evaluation plan • Develop a sustainability plan • Develop a dissemination plan • Develop a project report 	<p>Training sessions: 1/1/2020 - 12/31/2020</p> <p>Educational materials: 1/1/2020 - 12/31/2020</p> <p>Dissemination: 1/1/2020 - 12/31/2020</p>
<p>• Establish a project team</p> <p>• Develop a project plan</p> <p>• Identify project goals and objectives</p> <p>• Develop a budget</p> <p>• Develop a timeline</p> <p>• Develop a communication plan</p> <p>• Develop a risk management plan</p> <p>• Develop a monitoring and evaluation plan</p> <p>• Develop a sustainability plan</p> <p>• Develop a dissemination plan</p> <p>• Develop a project report</p>	<p>1. Review project goals and objectives</p> <p>2. Develop a project plan</p> <p>3. Identify project goals and objectives</p> <p>4. Develop a budget</p> <p>5. Develop a timeline</p> <p>6. Develop a communication plan</p> <p>7. Develop a risk management plan</p> <p>8. Develop a monitoring and evaluation plan</p> <p>9. Develop a sustainability plan</p> <p>10. Develop a dissemination plan</p> <p>11. Develop a project report</p>	<ul style="list-style-type: none"> • Review project goals and objectives • Develop a project plan • Identify project goals and objectives • Develop a budget • Develop a timeline • Develop a communication plan • Develop a risk management plan • Develop a monitoring and evaluation plan • Develop a sustainability plan • Develop a dissemination plan • Develop a project report 	<p>MOUs and protocols: 1/1/2020 - 12/31/2020</p>

Taxes & Benefits		\$51,214.95
State Income Tax	\$1,048	State Income Tax
Federal Income Tax	\$10,810	Federal Income Tax
State Disability Insurance	\$21,800	State Disability Insurance
Equipment		\$ 2,650
Computer	\$2,650	Computer
Supplies & Printing		\$ 5,330
Office Supplies	\$4,100	Office Supplies
Printing	\$1,230	Printing
Training and Education		\$12,300
Professional Services	\$1,000	Professional Services
Travel	\$1,000	Travel
Other	\$1,000	Other
Occupancy		\$ 4,100
Rent	\$4,100	Rent

[illegible]

Evaluation and Reporting

[illegible]

Conclusion

The YWCA Spokane's proposed DV Order Service and Firearm Restraining Order Service is a new program that will provide a comprehensive range of services to victims of domestic violence. The program will be a partnership between the YWCA Spokane and the Spokane County Sheriff's Office. The program will provide a range of services including: 24-hour crisis line, emergency shelter, legal advocacy, medical advocacy, counseling, and support groups. The program will also provide a range of services to the community including: public awareness campaigns, training for law enforcement, and support for the legal system. The program will be a significant addition to the services currently available to victims of domestic violence in Spokane County.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/02/2025**Committee Agenda type:** Consent**Date Rec'd**

5/27/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/23/2025**Submitting Dept**

FIRE

Bid #

USED VEHICLE

Contact Name/Phone

TOM WILLIAMS (509)625-7002

Requisition #

RE 20754

Contact E-Mail

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

1970 FIRE - APPROVAL TO PURCHASE USED TYPE 6 BRUSH TRUCK

Agenda Wording

Approval to purchase a used Type 6 Brush Truck from True North Emergency Equipment.

Summary (Background)

Spokane Fire Department is in direct need of new Brush Trucks. The current fleet has older units which are reaching their end of service time and current build times for new Brush Trucks are 12-15 months. Approval of this used pre-built unit will enable its use for this wildland season. This unit possesses enhanced capabilities and more reliable use in our City's urban interface areas where local and national fire models show increases in faster spreading and more damaging wildland fires. A value assessment from Rick Giddings, Director of Fleet Services is that "This unit is similar to the comparable units I sent earlier. Based on that, it seems this unit is priced fairly." The purchase of this Brush Truck would be from Fire Capital Funds. Price includes applicable Tax.

What impacts would the proposal have on historically excluded communities?

Not applicable – This request for approval is for apparatus purchase.

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

Not applicable – This request for approval is for apparatus purchase.

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

Not applicable – This request for approval is for apparatus purchase.

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

-This proposal aligns with the SFD Capital Improvement Plan, FD Strategic Plan Goal #7, provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner. Additionally, this apparatus meets the Sustainability Action Plan by having both a diesel motor and firefighting pump.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 272,890.80	
Current Year Cost		\$ 272,890.80	
Subsequent Year(s) Cost		\$ N/A	
<u>Narrative</u>			
Spokane Fire Department seeks approval for purchase a used Type 6 Brush Truck that will enhance wildland firefighting capabilities. Funding is coming from Community Safety Sales Tax dollars as approved in November, 2024.			
Amount		Budget Account	
Expense	\$ 272,890.80	# 5902-79125-94220-56404-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Taxes	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	REDING, RYAN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	O'BERG, JULIE	<u>PURCHASING</u>	PRINCE, THEA
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Kyle Chase kcchase@spokanecity.org		Kevin Schmitt kschmitt@spokanecity.org	
Fire Accounting fireaccounting@spokanecity.org		Julie O'Berg joberg@spokanecity.org	
Thea Prince tprince@spokanecity.org			



True North Equipment
3150 SE Century Blvd, STE 100 • Hillsboro, OR 97123
Tel: (503) 848-3276 • Fax: (503) 848-0848
www.truenorthemergency.com
sales@truenorthemergency.com
Tax# 46-1912456

Ship To: SPOKANE, CITY OF - SPOKANE FIRE DEPARTMENT #1
44 W Riverside Ave
.
SPOKANE, WA 99201

Invoice To: SPOKANE, CITY OF - SPOKANE FD #1
44 W Riverside Ave
SPOKANE WA 99201
United States

Branch		
02 - SUMNER		
Date	Time	Page
05/19/2025	16:07:19 (O)	1
Account No	Phone No	Inv No 03
SPOKA002		E00147
Ship Via		Purchase Order
Tax ID No		
STEVE BREWER		Salesperson SB / BM

EQUIPMENT INVOICE

Description	Amount
Stock #: E001583 Serial #: 24F128	249900.00
New 2024 TN TYPE 6	
One (1) True North Stock Type 6	
VIN #1FD0W5HT2REC84690	

Subtotal:	249900.00
Washington State Taxes 6.5%:	16243.50
Motor Vehicle Sales Tax 0.3%:	749.70
WA CO 3270 - SPOKANE MVET 2.4%:	5997.60
Total (IN HOUSE CHARGE(USD)):	272890.80

100% CONTRACT PRICE (As per Letter of Intent dated
MAY 14, 2025)

Terms/Conditions:

All capital equipment payable NetCASH, FOB True North Equipment unless otherwise specified.