SPECIAL MEETING NOTICE/AGENDA OF THE

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

MEETING OF MONDAY, MARCH 30, 2026
12:00 P.M. – CITY COUNCIL CHAMBERS

A special meeting of the Public Safety & Community Health Committee will be held at **12:00 P.M. on Monday, March 30, 2026**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. Public testimony on agenda items will be taken.

See Agenda Attached

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Chambers in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Betsy Wilkerson
Council President

Terri L. Pfister
Spokane City Clerk

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

AGENDA FOR 12:00 P.M. MONDAY, MARCH 30, 2026

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM March 30, 2026,** 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 #2486 307 9807; 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. SPD STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
2. OFFICE OF THE POLICE OMBUDS FEBRUARY 2026 MONTHLY REPORT - BART LOGUE (0 minutes)
3. PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)

III. Discussion Items

1. SPD MONTHLY UPDATE - CHIEF HALL (10 minutes)
2. SFD MONTHLY UPDATE - CHIEF WILLIAMS (10 minutes)
3. PUBLIC DEFENDER CASELOAD STANDARDS - MAGGIE YATES/NICK ANTUSH (10 minutes)
4. SPOKANE UNITED 911 NETWORK UPDATE - STEPHEN WILLIAMS (10 minutes)
5. PSAP - PROCUREMENT OF A COMPUTER AIDED DISPATCH SYSTEM - STEPHEN WILLIAMS (5 minutes)
6. SPECIAL BUDGET ORDINANCE – FY26 CELLEBRITE SOFTWARE RENEWAL - DAVE SINGLEY (10 minutes)
7. HIGH UTILIZER UPDATE AND CONTRACT AMENDMENT - MAGGIE YATES (5 minutes)

IV. Consent Items

1. AV EQUIPMENT INSTALLATION (FIRE)
2. AVIDEX VALUE BLANKET (FIRE)
3. SOFT BODY ARMOR VALUE BLANKET (POLICE)
4. PURCHASE AND INSTALLATION OF REPLACEMENT FREEZER COMPONENTS (POLICE)

V. Public Testimony

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee
The next meeting will be held at the regular date and time of **12:00 PM**. **May 4, 2026**.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	3/25/2026
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI 4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.O
Agenda Item Type	Information Only - Committee
Council Sponsor(s)	KTELIS MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?**
Agenda Item Name	SPD STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Spokane Police Department's Strategic Initiatives Update

Summary (Background)

Spokane Police Department's Strategic Initiatives Monthly Update for April 2026.

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

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

Strategic Initiatives

April 2026 Report

Public Safety and Community Health Committee Briefing
March 30, 2026

Excerpts of Commendations
(Personal Identifying Information has been removed)

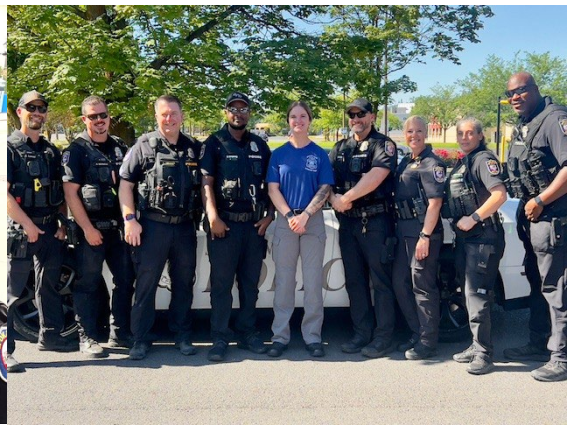
Good afternoon, I've been meaning to reach out, and this is a little delayed, but I wanted to thank **Officer Dylan Pavlischak**, and **Officer Andrew Wilson** for responding to a DV incident [details withheld]. Both officers demonstrated integrity, professionalism, and compassion. Both officers had a positive impact on me that day. Despite it being a scary situation, it also left a positive impression. The actions left such a strong impression on my 5-year-old, that says she wants to be a police officer when she grows up. Because of the compassion they showed me, it gave me the motivation to get out of that situation and move forward. Thank you again.

I wanted to let you know, I had an amazing experience with officers. **Officer Sean Yeager, Officer Corey Miller**, and **Officer John Oliveri** [assisted a person who needed to be hospitalized.] The three of them did an amazing job with [the client]. They approached him very kindly and friendly, building rapid rapport, and understanding of the situation. Ofc. Yeager did a fantastic job at building the rapid rapport building. I wanted to give a shout out to the positive experience I had.

Officer Jesse Cahill, Officer Devon Hill, and Officer David Vilchiz contacted a client who was decompensated from his baseline with a long history of assaulting officers. Two of the client's family members personally wanted me to make sure and thank the officers that were involved for handling the scenario that occurred so well. In the past, the client has not had good interactions with officers and even after the client spit in an officer's face, I described how well and gentle the officers handled the matter from there, which led to this compliment. Thank you so much for making this a smooth process. Also, after the client was seen later in the day, he requested I apologize to the officer whom he spit in his face as that wasn't cool.

I wanted to reach out and thank **Officer Mike Thomas** for coming to Colville and giving his Drug Trends class to the staff members from the northern counties. It can be difficult for admin to get to Spokane for his class, and it was very beneficial. Officer Thomas is very knowledgeable, and his insight has been invaluable to our community





Officer-Involved Shootings

From January 1 – February 28, 2026, there was one deadly force incident.

Incident FD26-001 / 2026-20035543:

The Spokane Independent Investigative Response team (SIIR) will conduct the investigation. The SIIR team is comprised of multiple agencies in Eastern Washington including the Spokane County Sheriff's Office, Washington State Patrol, and the Spokane Police Department.

Information from the SIIR Press Release:

On February 24th, 2026, at approximately 11pm, Spokane Police Officers responded to the 1800 block of West Carlisle Avenue. Information gathered in the North Spokane homicide on the 22nd at the Appletree Inn led detectives to identify a suspect reportedly staying at this location. Due to the high-risk nature of the investigation and with information the suspect was armed, specialty units were called to assist, including Spokane Police SWAT. Officers identified a male believed to be one of the suspects in the homicide at this location. Additional information was obtained by officers on scene that confirmed they had located the correct individual and that he was armed with a firearm.

Detectives applied for and were granted a search warrant and several attempts to contact the suspect were made by the Spokane Police Hostage Negotiation Team (HNT). The male suspect was uncooperative and was observed several times exiting and re-entering the location with what appeared to be a firearm in his hands. Continued attempts to contact the male were made but were unsuccessful. Rather than complying with commands, the suspect attempted to breach the police perimeter by fleeing through neighboring yards carrying what appeared to be a long gun. The suspect encountered police, and an officer involved use of deadly force occurred.

Officers began life saving measures until medics arrived and took over, but the suspect succumbed to his injuries at the scene. Thankfully, no community members or officers were injured during this event.

The Spokane Independent Investigative Response Team (SIIR) protocol is available here:
https://static.spokanecity.org/documents/police/accountability/siir-2023-protocol.pdf

A list of all officer-involved shootings and fatalities from 2013-2025 is available on our website:
https://static.spokanecity.org/documents/police/accountability/2013-2025-deadly-force-incidents-and-fatalities.pdf

Youth Internet Safety

Detective Tim Schwering is leading a Youth Internet Safety community education campaign. Detective Schwering investigates financial fraud cases, especially cases involving cryptocurrency. Over the last two years, he delivered more than 100 outreach presentations on crypto scams in our community.

Recently, he has had to investigate crypto scams involving child sexual abuse material. After learning how prevalent this issue is, with so many victims in Spokane, Detective Schwering is trying to get the message out to parents and guardians:

- How adults are enticing kids through apps (Roblox, Snapchat, Discord, IG, etc.)
- How to prevent victimization
- And what to do if your child or someone you know is victimized (resources, etc.)

Detective Schwering is hoping to reach every community with this outreach campaign. He has contacted every City Council member and is meeting with various organizations. If you would like to schedule a meeting or presentation, please email Detective Schwering at tschwering@spokanepolice.org.

City of Spokane Bans Kratom Products

On March 2, 2026, the Spokane City Council approved an ordinance introduced by Mayor Lisa Brown that prohibits the sale and distribution of kratom within the City of Spokane limits. The ordinance, C36820, was adopted on a 6-1 vote.

The legislation followed input from local public health advocates and the Spokane Police Department, who identified a ban as a necessary step to address concerns over the widespread distribution and availability of kratom. Kratom is a psychoactive plant that contains alkaloids, including mitragynine and 7-hydroxymitragynine (7-OH), which have dose-dependent effects. At low levels, they act like stimulants, while at high levels, their effects are more like opioids and sedatives.

“Kratom is being sold in our community without federal or state regulation, standardized testing, or reliable labeling,” said Public Safety and Community Health Committee Chair, Council Member Kate Telis. “Consumers have no clear way to know what they’re buying, its potency, or its risks and interactions. Until there is rigorous research, consistent oversight, and transparent labeling, we cannot ignore the dangers and tragic consequences emerging nationwide. This ordinance protects public health by ensuring unregulated psychoactive substances are not sold without accountability or safeguards.”

Spokane Police Officer Mike Thomas explained, “We have been working with the City of Spokane Valley, Medical Lake, Cheney and many others across the state who have reached out to us, following our initial presentation to have an outright prohibition on all Kratom products in the City of Spokane. Dr. Lutz, Sarah McNew and I all presented to the City Council back on December 1, 2025, and have had many more conversations, presentations and discussions with many other groups and individuals about the impact Kratom has on our youth, those struggling with SUD and our driving community. I believe this will be a movement which many other cities and counties will follow and hopefully lead to an outright ban at the state level. This is a win for Public Safety, Public Health, and will help to reduce impaired driving collisions.

Community Education on Impaired Driving and Drug Trends

Officer Mike Thomas has been holding educational presentations about drug trends in our community.

Drug impairment Training for Education Professionals (D.I.T.E.P)
This presentation teaches school nurses, counselors, administrators and security in the schools how to detect use early so they can identify this, address the concerns, and attempt to intervene through

treatment, counseling, or a variety of other available services. Officer Thomas normally holds two of these courses a year, over the past several years, with approximately 30 to 50 attendees.

Current Drug Trends

This is an education course for medical professionals, medical providers, treatment providers, school administrators and nurses, courts, probation, parole, and Juvenile Court. This course helps these professionals to detect early use with our youth, identify many substances of which most are not identified in common UA testing for medical community or probation, and allows them to intervene. Officer Thomas has been teaching these all around the State of Washington for the past several years and usually has between 20 and 150 attendees. He has also presented these at groups like Community Coalitions across the state and in Spokane area. Community Coalitions directly work with our youth. He presented this at the School Nurses of Washington State conference in Spokane on October 11th, 2025, with approximately 125 – 150 attendees.

Teens in the Driver's Seat Program

This is a program which works in the school system, allowing a peer-to-peer approach to many risk-taking behaviors like DUI driving, texting while driving, seatbelt use and substance use. In 2024, Officer Thomas started this program in the Mead/Mt Spokane Schools. In 2025, he started working with Shadle Park High School. At the end of 2025, he began working with Salk Middle School and as recently as last month, he is working with Glover Middle School to sign up for this program. In March of 2025, he helped present at the Family Career Community Leaders of America (FCCLA) conference about this program, hoping for these youth leaders would bring it back to their schools.

Officer Thomas has also been giving presentations on Substance use and impaired driving to the Spokane Juvenile Detention Facilities to several groups of incarcerated youth.

SPD Employees Recognized for Excellence

2025 Officer of the Year
Sergeant Eric Kannberg



Sergeant Kannberg was celebrated for his leadership in the South Precinct and his dedication to the officers he supervises.

Excerpt from his nomination: Sgt. Kannberg demonstrates his willingness to place his team and others in the South Precinct above himself, which is truly a remarkable reflection of his character. The South Precinct frequently receives complaints from businesses, homeowners, and people visiting our city about garbage and open drug use along the riverbank. Sgt. Kannberg has taken a lead role in addressing the problem on the south side of the river. This leading by example approach has encouraged Sgt. Kannberg's team to follow suit… It is safe to say that Sgt. Kannberg has developed relationships with all his officers and they will follow through with organizational missions because of the trust that has been established.

2025 Professional Employee of the Year
Marissa Butler, Supervisor, Public Records

Marissa was recognized for her leadership in Police Records, specifically the Public Records Unit.



Excerpts from her nomination: Marissa is a long-standing supervisor for Records, which is longer than any other supervisor to hold that position. Marissa currently oversees the Public Records team and is the resident expert regarding anything public disclosure, creation of public records and appropriate redaction of public records. Marissa's team consistently gives high praise for her work and leadership, and recently submitted a document with comments from each member of her team. Here are a few comments:

"Marissa has created a working environment where we feel valued, supported, and understood. Our team dynamic is one of the best environments I have ever been a part of, and so much of that credit goes to Marissa."

"Marissa is an amazing supervisor, and I consider myself lucky to be a member of her team."

Partnership with Toys for Tots



Spokane Police Department is extremely grateful to Toys for Tots for their amazing partnership. **Toys for Tots Spokane** provided hundreds of toys for kids in our community. Today, we delivered toys to Partners with Families and Children. Partners with Families & Children prevents, interrupts, and repairs cycles of abuse and neglect within families. The toys went to the Child Advocacy Center and the waiting room for the Behavioral Health program.
https://www.partnerswithfamilies.org/

Since our partnership in 2025, we have been able to provide toys to families in our Christmas Adopt-a-Family program (22 families and 60+ kids). We were also able to distribute toys to kids at various Shop with a Cop events, as well as to various organizations serving youth, such as the Early Childhood Education program and Asante Health at West Central Community Center. Thank you, Shauna Turman, for helping us support children in our community!

Toys for Tots Spokane
https://www.facebook.com/people/Toys-For-Tots-Spokane/61581522421527/

SPD in the Community

SPD enjoys taking part of “Read Across America.” On March 4, Captain Dave Richards read to children at All Saints School.



Below, Reserve Officer Ed Richardson and Dr. Steve Chen at the Spokane Chinese Association’s Lunar New Year Celebration.



New Explosive Detection K9 Bruin



Spokane Police Department welcomed its newest member of the K9 Unit, Bruin. Bruin, an energetic two-year-old from the Netherlands and his handler, Detective Tiffany Austin, recently completed the 10-week school in Alabama. They are now certified as an explosive detection K9 team.

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	3/18/2026
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	OMBUDS - POLICE
Contact Name/Phone	BART LOGUE 6745
Contact E-Mail	CCOTY@SPOKANECITY.ORG
Agenda Item Type	Information Only - Committee
Council Sponsor(s)	KTELIS MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?**
Agenda Item Name	OFFICE OF THE POLICE OMBUDS FEBRUARY 2026 MONTHLY REPORT

Agenda Wording

Office of the Police Ombuds February 2026 Monthly Report

Summary (Background)

Office of the Police Ombuds February 2026 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?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	March 30, 2026
Submitting Department	Office of the Police Ombuds
Contact Name	Bart Logue
Contact Email & Phone	ccoty@spokanecity.org /6745
Council Sponsor(s)	Council Members Telis, Cathcart and Wilkerson
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested: 0
Agenda Item Name	Office of the Police Ombuds Monthly Report
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☒ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	February 2026 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?

- 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.

FEBRUARY / 2026



Public Safety & Community Health Committee

Monthly Report

https://my.spokanecity.org/opo/

opo@spokanecity.org

CITY OF SPOKANE
OFFICE OF THE POLICE OMBUDS

Highlights of activities

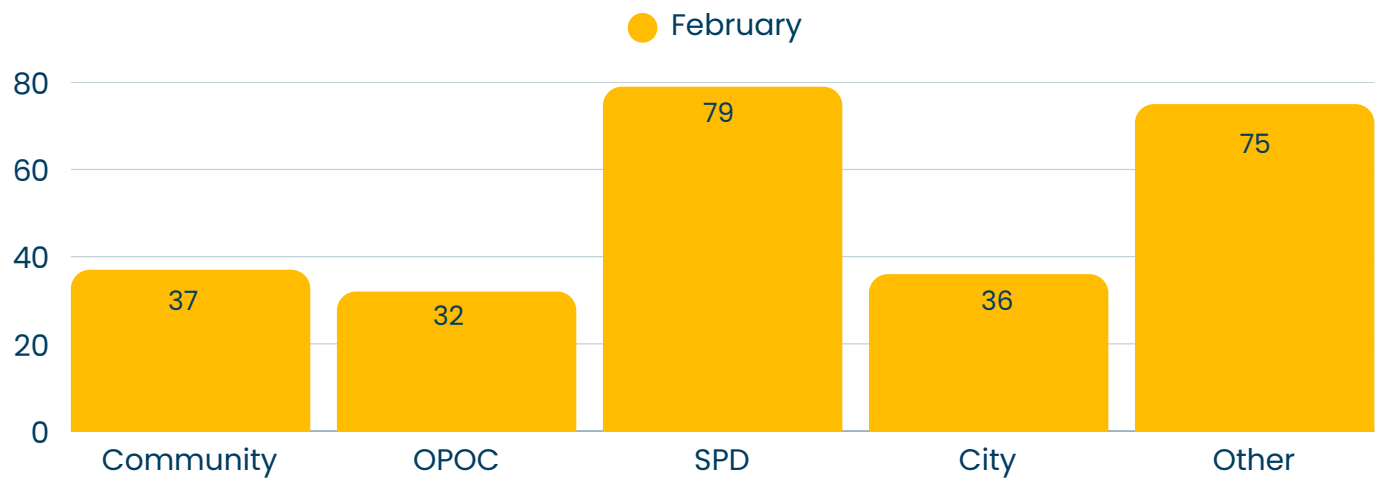
CURRENT	YTD	CONTACTS, COMPLAINTS, AND REFERRALS
259	496	Contacts
9	33	OPO interviews
1	2	Letters of officer appreciation / commendations
3	11	OPO generated complaints
9	21	Referrals to other agencies / departments
0	0	Cases offered to SPD for mediation
0	0	Mediations completed

CURRENT	YTD	IA INVESTIGATION OVERSIGHT
10	17	Cases certified
1	1	Cases returned for further investigation
0	1	Cases declined to certify
9	17	Web cases reviewed
9	31	Oversight of IA interviews

CURRENT	YTD	OTHER OVERSIGHT ACTIVITIES
12	24	Special cases reviewed*
1	3	SPD review boards / D-ARPs
79	160	Meetings with SPD
8	22	Oversight meetings
18	38	Community meetings
4	8	Training
1	1	Critical incidents

*Use of Force, K9, Collisions, Pursuits, and Administrative Review

Contacts



COMMUNITY MEETINGS

- OPOC SPECIAL MEETING
- OPO MONTHLY MEETING
- LEADERSHIP SPOKANE
- SPOKESMAN REVIEW

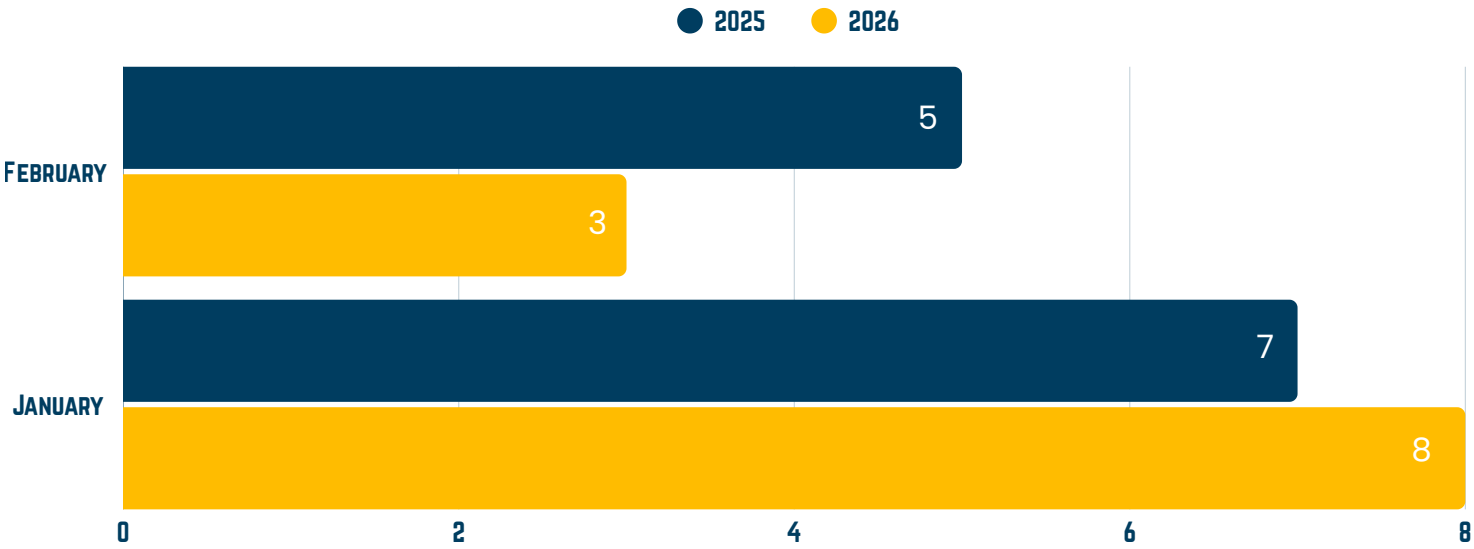
OPOC ACTIVITES

- NAACP MEETING
- OPOC SPECIAL MEETING
- LEADERSHIP SPOKANE ACTIVITIES
- OPOC MONTHLY MEETING

OVERSIGHT / OUTREACH

- NACOLE BOARD (2)
- NACOLE FINANCE COMMITTEE MEETING
- NACOLE CONFERENCE PLANNING COMMITTEE MEETING
- WSCJTC AD HOC COMMITTEE
- WSCJTC SPECIAL MEETING
- SPD USE OF FORCE REVIEW BOARD
- MEETING WITH CHIEF HALL
- WASHINGTON COALITION FOR POLICE ACCOUNTABILITY
- WASHINGTON STATE CORRECTIONS OMBUDS

Complaints



Monthly comparison of OPO complaints

Summary of Complaints

OPO 26-09	A community member was concerned about an SPD officer's behavior while they were arresting a female.
OPO 26-10	A community member complained that they were being targeted based on their two interactions with an officer downtown.
OPO 26-11	A community member was concerned about an image set as an SPD officer's laptop background.

Letters of Appreciation

L 26-01	The Deputy Ombuds wrote a letter of appreciation for being allowed to attend Post-BLEA SPD Training

Referrals

Type of Referral	#
Internal	5
External	4

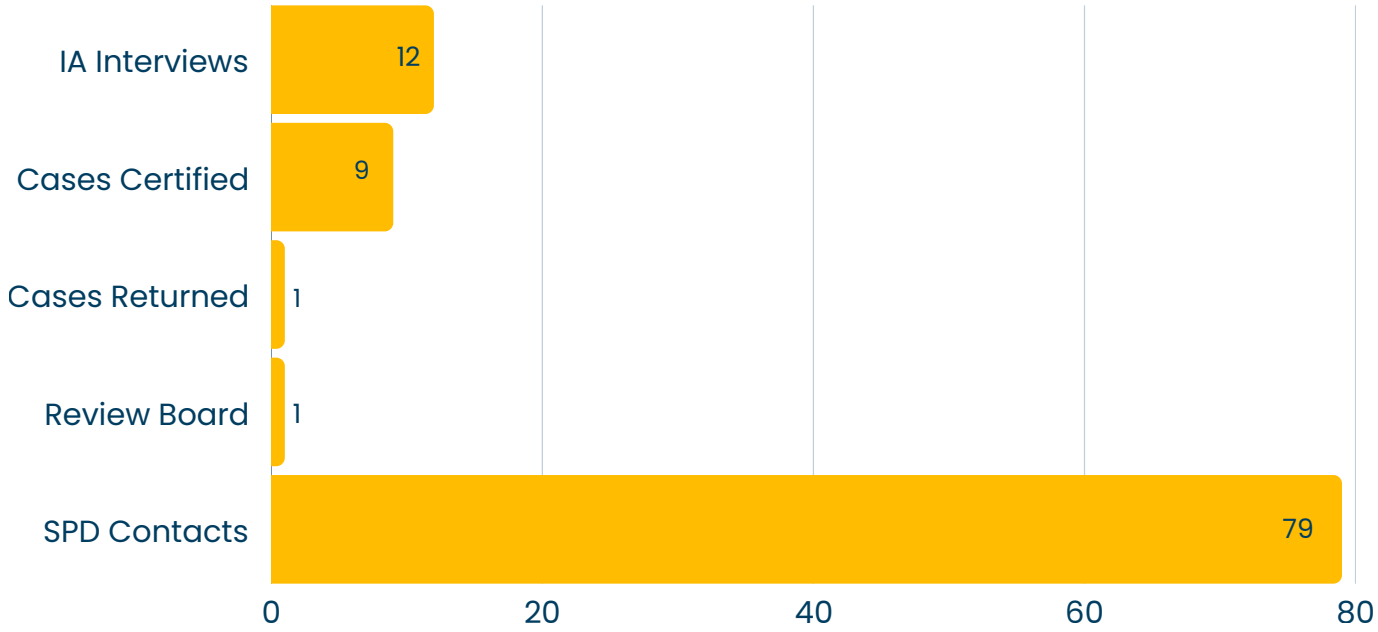
9

Total Referrals

SUMMARY OF REFERRALS

ER 26-13	A community member requested help to have an abandoned vehicle removed from in front of their home; Code Enforcement
ER 26-14	A community member made a complaint regarding an inadequate response to a DV incident; SCSO
IR 26-15	A community member was concerned with how suicide and prevention is handled; SPD / IA
IR 26-16	A community member was frustrated that the SPD will not respond to vehicles that are left running downtown; SPD/IA
ER 26-17	A community member was frustrated with the lack of care shown by deputies after being assaulted; SCSO
IR 26-18	A community member informed us that the SPD front desk phone was glitching and kept looping or kept you on hold for excessive time; SPD /IA
ER 26-19	A community member complained that excessive force was used during the booking process at the jail; Spokane County Detention Services
IR 26-20	A community member has not received follow up regarding their vehicle being broken into and their belongs stolen; SPD / IA
IR 26-21	A community member wanted to know why the SPD will not give back their guns after they were taken during a BHU hold; SPD / IA

Oversight Activities



TRAINING

- NACOLE WEBINAR - FOOT PURSUITS
- SPD IN-SERVICE TRAINING
- LEGAL LUNCHBOX SERIES- WRITING WELL UNDER PRESSIRE
- FEBRUARY SAFETY SPOTLIGHT

UPCOMING

- DEPUTY POLICE OMBUDS INTERVIEW PANEL*
- JUNE 11TH PROTEST CLOSING REPORT
- OPO ANNUAL REPORT
- OPOC ANNUAL REPORT

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

*Lissa Mascio resigned as Deputy Ombuds effective February 27th

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
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)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	PHOTO RED MONTHLY UPDATE		

Agenda Wording

Spokane Police Department Photo Red monthly update

Summary (Background)

SPD Photo Red stats for Feb. 1, 2026 to Feb. 28, 2026.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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	☐ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed

Background/History: Report for Public Safety meeting March 2nd, 2026.

Statistic for Photo Red for the time frame of February 1st, 2026, to February 28th, 2026.

There were 1923 violations on the photo red system from February 1st, 2026, to February 28th, 2026. During the same time frame in 2024 there were 1485 violations, which is a increase of 438 violations. New cameras became operational located at Division and Magnesium.

Statistic for Photo Speed for the time frame of February 1st, 2026, to February 28th, 2026.

There were 1856 violations on the photo speed system from February 1st, 2026, to February 28th, 2026. During the same time frame in 2024 there were 1598 violations which is an increase of 258 violations. Increase is from all cameras and radars are operational as well as the additional three cameras which were installed. Cameras are no longer operational at Adams Elementary as the school location has been shut down for remodeling.

Executive Summary: Photo RED

February 1st, 2026, to February 28th, 2026

- E/B Mission and Greene was the 1st highest with 380 violations.
- N/B Freya and 3rd was the 2nd highest with 211 violations.
- S/B Thor and 2nd tied for the 3rd highest with 159 violations
- S/B Browne and Sprague tied for the 3rd highest with 159 violations.

Executive Summary: Photo SPEED

February 1st, 2026, to February 28th, 2026

- S/B Nevada @ Longfellow was the 1st highest with 428 violations.
- N/B Regal @ Ferris was the 2nd highest with 279 violations.
- S/B Monroe @ Willard was the 3rd highest with 271 violations.
- S/B Ray @ Ferris was the 4th highest at 208 violations.

*Current revenue of the system.

Type of Revenue	2026 Initial/Adopted Budget	Budget/12 months or budget per month	2 months of per month budget	Actual through February 2026	variance to actual surplus/(short fall)
Photo Red Fines	1,320,956	110,080	220,160	220,222	62
School Zone Fines	4,295,187	357,932	715,864	447,984	(267,880)

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:** 03/30/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PUBLIC DEFENDER	**Bid #**	
Contact Name/Phone	MAGGIE 6779	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	PUBLIC DEFENDER CASELOAD STANDARDS		

Agenda Wording

Public Defender Caseload Standards

Summary (Background)

Public Defender Caseload Standards

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	STEPHEN 625-6990	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	SPOKANE UNITED 911 NETWORK UPDATE		

Agenda Wording

Spokane United 911 Network Update

Summary (Background)

Spokane United 911 Network Update

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

PRIMARY CONTRACTING DOCUMENT

This Primary Contracting Document together with the Master Terms referenced and incorporated below constitutes a Master Agreement by and between **CITY OF SPOKANE** ("Customer") and **INTERGRAPH CORPORATION by and through its HEXAGON SAFETY, INFRASTRUCTURE & GEOSPATIAL division** ("Hexagon") and is binding upon the Parties on the Effective Date.

RECITALS

WHEREAS, Spokane Regional Emergency Communications ("SREC") issued Request for Proposal P0004 for Public Safety Software (the "RFP");

WHEREAS, Hexagon submitted a response to the RFP published by SREC (the "Proposal");

WHEREAS, after conducting due diligence on the various responses submitted as part of the RFP, including the Proposal and supplemental information, SREC found the Proposal to be most advantageous proposal and negotiated a resulting contract with Hexagon (the "SREC Agreement");

WHEREAS, the SREC Agreement included a cooperative purchasing clause (Section 20), which allows other agencies to utilize the SREC Agreement in their own respective purchases; and

WHEREAS, the Customer desires to purchase a public safety software system from Hexagon based upon the same Master Terms as set forth in the SREC Agreement and additional terms provided below;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Those certain Master Terms and Conditions ("Master Terms") attached hereto as Attachment A, which are the same as the Master Terms contained in the SREC Agreement, are incorporated into this Primary Contracting Document as if fully set forth herein.

2. All capitalized terms in this Primary Contracting Document shall have the same meaning as provided in the Master Terms except as may be otherwise defined herein.

3. Any notice to be given pursuant to Section 13 of the Master Terms shall be directed to each Party at the following address, which reflects the Customer's location, in accordance with the Master Terms.

CUSTOMER:	**HEXAGON:**
City of Spokane	Attn: Safety, Infrastructure & Geospatial Legal Department
	305 Intergraph Way
	Madison, Alabama 35758
Spokane, Washington 99217	victor.vasile@hexagon.com
	(256) 730-2000

4. In executing this Primary Contracting Document, the Parties simultaneously accept, without need to execute any other Order Documents, Orders 1 and 2: the SOW for the HxGN OnCall Dispatch and Records Implementation and Licenses ("Order 1") and Cloud Program Order for Year 1 ("Order 2," and collectively with Order 1, the "Initial Orders"). The summary pricing for the Initial Orders being accepted through this Primary Contracting Document is reflected below and described in more particularity in the respective Order Documents. Any Change Order (having been executed by both Parties) to those

Order Documents affecting price shall also simultaneously change the information in the table below without the need to separately execute an Amendment.

Initial Orders Pricing Summary		
Order Name	**Description**	**Fee**
Order 1		
	Implementation of OnCall Dispatch	**$2,235,468**
Order 2		
	Cloud Program Order for Year 1	**$1,073,711**
TOTAL		**$3,309,179**

5. In consideration of the mutual obligations assumed under this Primary Contracting Document, Customer and Hexagon agree to the terms and conditions set forth herein and represent that this Primary Contracting Document has been executed by each Party's duly authorized representative. The signatories represent that they have the authority to bind their respective organizations to this Primary Contracting Document. This Primary Contracting Document may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Primary Contracting Document signed by each Party for all purposes.
6. Additional Terms.

6.1. OMITTED.

6.2. CONTRACT TERMS. The Master Agreement shall become effective on April 1, 2026 and shall continue through March 31, 2031, unless amended by written agreement or terminated earlier under the provisions.

6.3. COMPENSATION. Total compensation under this Master Agreement shall not exceed **EIGHT MILLION ONE HUNDRED THIRTY-SIXTY-EIGHT THOUSAND FOUR HUNDRED ONE AND 00/100 DOLLARS ($8,168,401.00)**, plus tax if applicable, payable in accordance with the applicable Order documents. This is the maximum amount to be paid under this Master Agreement and shall not be exceeded without the prior written authorization of the Customer in the form of an executed amendment to this Master Agreement.

6.4. PAYMENT. Hexagon shall send its application for payment to City of Spokane Department of Emergency Communications, 808 West Spokane Falls Boulevard, 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Hexagon's application except as provided by state law.

6.5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6.6. AMENDMENTS. This Master Agreement may be amended at any time by mutual written agreement.

6.7. 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 Master Agreement shall have or acquire any interest in the Master 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 Contract.

6.8. TERMINATION. See Section 5 of the Master Terms. .

6.9. INSURANCE. During the period of the Agreement, Hexagon 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 Customer, its officers and employees are additional insureds but only with respect to Hexagon's services to be provided under this Agreement.

   i. Acceptable **supplementary Umbrella insurance** coverage combined with Hexagon'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;

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

D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least $3,000,000 per claim and in the aggregate.

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

6.10. INDEMNIFICATION. See Section 9 of the Master Terms.

6.11. DEBARMENT AND SUSPENSION. Hexagon 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.

6.12. SEVERABILITY. See Section 23.4 of the Master Terms.

6.13. OMITTED

6.14. 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 Master 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. As it pertains to its employment practices, Hexagon agrees to comply with the Americans with Disabilities Act,.

6.15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with Customer without first having obtained a valid annual business registration. Hexagon 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 Hexagon does not believe it is required to obtain a business registration, it may contact the Customer's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.16. AUDIT / RECORDS. Hexagon and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Master Agreement. Hexagon and its subcontractors shall provide access to authorized Customer 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 Master Agreement, the federal law shall prevail.

6.17. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, the Customer will maintain the confidentiality of Hexagon's materials and information only to the extent that is legally allowed in the State of Washington. The Customer is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the Customer public records which are freely available upon request by anyone. In the event that Customer gets a valid public records request for Hexagon's materials or information and the Customer determines there are exemptions only Hexagon can assert, Customer will endeavor to give Hexagon notice. Hexagon, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Hexagon does not get a timely injunction preventing the release of the records, the Customer will comply with the Public Records Act and release the records.

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

7. CERTIFICATION OF DEBARMENT The certification Regarding Debarment is attached hereto and incorporated by reference herein as Attachment B.

AGREED TO BY:

CITY OF SPOKANE		**INTERGRAPH CORPORATION**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Attachment A



MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Hexagon (each a "Party" and collectively the "Parties").

Hexagon will make available to Customer certain proprietary software, including related proprietary Documentation; software maintenance services; Equipment/Content; DevTools; Cloud Programs; and professional services; and other items, which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any items or services (including the Services), Customer must agree to these Master Terms and to the terms of a corresponding Order. The Parties agree these Master Terms will govern each Order. To the extent the Master Agreement purports to impose obligations, restrictions, or limitations upon Customer's Affiliates or Users, Customer shall be responsible to Hexagon for Customer's Affiliates' and Users' compliance with such terms and shall procure Customer's Affiliates and Users compliance.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below;
- Exhibit A – End User License Agreement;
- Exhibit B – Maintenance Terms and Conditions for Software;
- Exhibit B-1 – Maintenance Addendum
- Exhibit C – Sample Project Deliverable Sign-Off Form;
- Exhibit D – Cloud Program Conditions;
- Exhibit E – Subscription License Terms;
- Exhibit F – COTS Training Program Terms; and
- Exhibit G – Common Terms Glossary.

GENERAL TERMS AND CONDITIONS

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary). Words used herein in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

2 Elements of an Order.

2.1 Order Composition. Each Order will be comprised of Order Documents, including any applicable Schedule(s). An Order is formed only once both Parties accept the Order Documents, which the Customer shall do by executing the Order Documents and/or issuing a PO in connection with the Order Documents. Orders shall be effective as of the date both Parties accept the Order Documents except where the Order is for a term-based offering (e.g., Subscription License), in which case the Order shall commence as of the date specified in the Order Documents, if provided.

2.2 Schedules. Any Schedules applicable to Products or items purchased in an Order are incorporated and are either included in the Order Documents or, in the absence thereof, accessible via hyperlinks contained within Exhibit G. If a Product or item is not listed in the document(s) accessed via hyperlinks

provided in Exhibit G, and related Schedule(s) are not otherwise included in the Order Documents, then that Product or item does not have a corresponding Schedule.

2.3 Pricing. Order Documents shall describe basic pricing and include other details relevant to the offerings included in the Order.

2.4 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party. Any changes in price, schedule, or other terms must be documented either by an amendment or Change Order. No change, as contemplated in this paragraph, shall become effective until set forth in a mutually executed writing.

2.5 Acceptance. Acceptance will occur based upon the following:

2.5.1 For Fixed Price Project Assignments, not governed by Exhibit F, acceptance shall occur when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

2.5.2 For Time and Materials Project Assignments and Maintenance Services, the Services are accepted as performed.

2.5.3 For a Cloud Program, acceptance occurs when the License Keys are provided to Customer.

2.5.4 For all Orders not described more specifically above, acceptance occurs once the ordered item has been delivered or access to the ordered item has been provided.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Primary Contracting Document, (2) these Master Terms (including the General Terms and Conditions and all Exhibits), (3) any amendments to the Master Agreement, (4) Orders, together with any Change Orders, that may be delivered, prepared, or issued after the Effective Date, and (5) all documents, including applicable Schedules and documents referenced via hyperlink, incorporated by reference in the documents identified in this Section. For certain Third Party Software, Third Party Terms will also be applicable and be considered as part of the Master Agreement.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

(1) Any amendments to the Master Agreement;

(2) The Primary Contracting Document;

(3) Applicable Schedules;

(4) These Master Terms (excluding Exhibits);

(5) Exhibits to these Master Terms; and

(6) Order Documents, if any, in addition to items specifically identified in this Section 3.2 above.

For only Third Party Software subject to Third Party Terms, the Third Party Terms shall have precedence in the event of a conflict between the Third Party Terms and any other terms of the Master Agreement.

4 Invoicing and Payment.

4.1 Invoices. Invoices shall be issued based upon the contents of the Order.

4.1.1 For Fixed Price Project Assignments Hexagon may invoice Customer upon completion of a payment milestone identified in the Order Documents, or when applicable, in accordance with Exhibit F; provided however, if this type of Order also includes Subscription Licenses or Cloud Program(s), the fees for such shall be due in accordance with Exhibits E and D, respectively.

4.1.2 For Product(s) or items not included within an Order for a Fixed Price Project Assignment or otherwise more specifically addressed in this Section 4, Hexagon may invoice Customer for the full amount set forth in the Quote in addition to any applicable freight/shipping charges upon delivery of or access having been provided to any of the Product(s) or items identified in the Order Documents.

4.1.3 Time and Materials Project Assignments shall be billed and invoiced monthly as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Maintenance Services not included within an Order for a Fixed Price Project Assignment or Product Order shall be billed and invoiced in accordance with Exhibit B.

4.1.5 Cloud Program(s) (even if included within a Fixed Price Project Assignment) shall be billed and invoiced in accordance with Exhibit D.

4.2 Payment. Customer shall make payment for any invoices issued by Hexagon within thirty (30) calendar days of the date the invoice was received by Customer. .

4.3 Late Payment. If Customer does not make payment within thirty (30) days of the due date, an interest charge of one percent (1%) per Month (or the maximum allowed by law, whichever is less), compounded monthly, will be due on any unpaid and overdue amounts. To the extent the Customer is the subject of an applicable prompt pay act statute or ordinance, the Customer shall be subject to the terms set forth in that statute(s) and/or ordinance(s) in lieu of the prior sentence. As it pertains to Equipment, Hexagon shall retain a security interest in the Equipment. If Customer is late or otherwise in default of its payment obligations for Equipment, then Hexagon may, in addition to any other remedies available, exercise remedies of a secured party regarding the Equipment.

4.4 Taxes. The purchase price is exclusive of all federal, state, and/or local taxes. Any taxes applied to this sale by a federal, state, and/or local taxing authority will be the responsibility of Customer. Such taxes do not include franchise taxes or taxes based on net income. If Customer is claiming tax-exempt status, it must submit the proper documentation satisfactory to Hexagon evidencing its tax-exempt status. Applicable taxes may be invoiced at any time such taxes become fixed and certain.

5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive Months or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order. To the extent Customer executes an Order pursuant to later issued master terms, then this Master Agreement shall terminate upon completion of all Orders executed hereunder regardless of the amount of time remaining in the Term.

5.2 Termination for Convenience. Either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with ninety (90) days written notice. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed and Product(s) or items delivered and provided, plus the cost of any labor and/or Product(s) or items ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Product(s) or items. Hexagon is entitled to retain all amounts paid under any Order prior to termination. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event the other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party materially breaches an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party materially breaches the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement.

5.3.3 If the Master Agreement or any one or more Orders is terminated pursuant to paragraphs 5.3.1 or 5.3.2, Hexagon will stop all Work with respect to impacted Orders as soon as practicable and shall be entitled to payment for all Work performed as well as Product(s) provided on all impacted Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.4 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and/or Product(s) delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. Hexagon is entitled to retain all amounts paid under any Order prior to its termination. If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving written notice to Customer.

5.3.5 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

6 Ownership.

6.1 Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Software (including Software embedded within Equipment) provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement), except as it is inconsistent with the terms set forth herein. Third Party Software, including any Software developed by a third party embedded within Equipment, is licensed to Customer pursuant to Third Party Terms or as otherwise specified in the applicable E/C Schedule.

6.2 As it pertains to any Equipment, and only Equipment, provided to Customer under an Order, the Customer shall receive title to and ownership of the Equipment identified in the Order Documents, excluding any IPR pertaining to the Equipment and Software provided with the Equipment, FOB place of origin and subject to Customer's payment of all amounts owed for the Equipment.

6.3 Customer shall own Customer Data. Customer grants Customer Data Rights to Hexagon, to, among other things, facilitate Hexagon's performance of its obligations.

7 Warranties.

7.1 Software. The Software Products licensed under Exhibit A are warranted to meet Minimal Operations Levels for a period of thirty (30) days from the initial installation; provided that Software Products covered by a Maintenance Contract between Customer and Hexagon shall instead be warranted and supported as stated in the Maintenance Contract.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems procured/implemented pursuant to an Order under these Master Terms, the warranty coverage shall be set forth in the applicable Order Documents, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Equipment Warranty Coverage. If Equipment supplied by Hexagon is provided with a warranty or other Equipment support, then the extent of the Equipment support is provided within the corresponding E/C Schedule or other Order Documents.

7.4 Third-party Warranty Coverage. To the extent no warranty or Equipment support is described in the applicable E/C Schedule or other Order Documents, third-party products supplied by Hexagon, are provided with a pass-through-warranty from the original manufacturer, if any.

7.5 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon's current expected direction, roadmap, or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable(s). Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they may be made generally available for licensing by Hexagon.

7.6 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE, AND NON-INFRINGEMENT. ALL WARRANTIES PROVIDED PURSUANT TO THIS MASTER AGREEMENT ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY OR INDIRECTLY FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. THE WARRANTIES SET FORTH IN THIS ARTICLE 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS MASTER AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing prompt written notice to Hexagon of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding Hexagon may not settle a claim without Customer's consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3 Hexagon will have no obligation to defend Customer or to pay any resulting costs, damages, or attorneys' fees for any Infringement Claims alleging direct or contributory infringement of the Software Product, Cloud Program, or Service Deliverable (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) by use after modifications are provided to Customer; (v) by use after a return for refund as described below is ordered by Hexagon; (vi) if the creation of which was pursuant to specifications provided by Customer; or (vii) by use other than as specified in the Documentation associated with the Software Product.

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using the allegedly infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licensed software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software, or sample, hot fix, royalty free, or evaluation software delivered pursuant to the Master Agreement.

9.6 This section provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of a Claim. Customer has no right to recover, and Hexagon has no obligation to provide any other or further remedies, whether under another provision of the Master Agreement or any other legal theory or principle in connection with a Claim.

10 Insurance. OMITTED (see Section 6.9 of Primary Contracting Document)

11 Security and Breach Notification.

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates via the Designated Portal. The report shall be provided within twenty-four (24) Business Hours following Hexagon's discovery, confirmation, and investigation of a Security Incident.

12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to the Master Agreement or Order made pursuant to the Master Agreement ("Dispute") in accordance with the provisions set forth herein. If either Party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other Party under the Master Agreement, the Disputing Party shall bring the matter to the attention of the other Party at the earliest possible time in order to resolve the Dispute, except for Disputes for non-payment. If such Dispute is not promptly resolved by the employees responsible for the subject matter of the Dispute, the Disputing Party shall be permitted to deliver to the non-disputing Party's contact person identified in the Primary Contracting Document a written notice of the Dispute, whereupon the Parties shall endeavor in good faith to escalate the Dispute to appropriate executives for each Party for resolution within fifteen (15) Business Days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a Dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the Dispute. Within sixty (60) calendar days, of the issuance of the Dispute notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the Dispute. If, after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing Party with a list of five (5) proposed mediators. The non-disputing Party shall have five (5) Business Days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law." Subject to the mediator's availability, the Parties agree to mediate the Dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the Dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) Business Days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for Disputes for non-payment, only after the Parties have endeavored to resolve the Dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Governing Law" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Primary Contracting Document, or such substitutes as may hereafter be disclosed by proper notification.

14 Force Majeure.

Neither Party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, natural disaster, fire, lightning, acts of or restriction imposed by civil or military authority, pandemics, epidemics, cyber-attack, labor disruption, civil disturbance, expropriation, embargo, lawful export restriction, or any other cause beyond its reasonable control. This section does not relieve or suspend a Party's obligation to pay money to the other Party under the terms of the Master Agreement.

15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate workspace and workplace accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access for Hexagon personnel to perform work on an Order. To the extent work is performed remotely, Customer must provide VPN or secured remote connectivity (including a login and password) to all servers and workstations requiring installation/configuration by Hexagon.

16 Amendments.

Any and all amendments to the Master Agreement shall be in writing specifically reference the fact the amendment is intended to alter these Master Terms and executed by authorized representatives of both Parties. No Order or Change Order shall affect these Master Terms, unless expressly stated in such document.

17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the Disclosing Party to the maximum extent allowable under applicable law unless it first obtains the Disclosing Party's written consent to such disclosure. The parties agree that Customer, as a public agency, is bound by the provision of the Washington Public Records Act codified as RCW 42.56 et. seq. and must timely respond to a request for public records. Customer will provide notice to Hexagon of any document that may be proprietary and/or a trade secret so that Hexagon may seek protection under the Washington Uniform Trade Secrets Act (or any other applicable law) codified as RCW 19.108 et seq. Hexagon agrees, that if it intends to seek Court intervention to prevent disclosure, it will do so within five (5) business days after being notified of the request(s). It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the Receiving Party and the Disclosing Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

To the extent the Customer employs a consultant or other third party to help facilitate implementation of Hexagon software, Customer agrees it shall have and require its consultant or third party to enter into a reasonable non disclosure agreement with Hexagon.

18 Personal Data.

18.1 Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Users or Authorized Cloud Users provided by the Customer to Hexagon pursuant to the Master Agreement is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as updated from time to time, found at: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf, shall apply.

18.2 Where Customer is responsible for providing Personal Data on behalf of Users or Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer Data input to, or otherwise supplied to Hexagon. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of the Master Agreement, Customer acknowledges Hexagon may be unable to provide Services, Product(s), Maintenance Services, and/or Cloud Program (or part thereof).

18.3 Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide the applicable goods and services under the Master Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of the Master Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.

18.4 If Hexagon supplies maintenance, support, or subscription services to Customer with respect to third-party products, and if the third-party supplier or proprietor of such requires Customer be party to any data processing agreement in connection therewith, and if Customer has not separately executed an instrument to satisfy such requirement, then Customer and Hexagon agree that the terms of the applicable third-party data processing agreement, as updated from time to time, found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf, shall apply.

19 Assignment.

Neither Party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

21 Export.

Equipment/Content, and Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Equipment/Content and/or Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories;
- To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (http://export.gov/ecr/eg_main_023148.asp);
- To any entity if Customer knows, or has reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses; and/or
- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customer agrees to comply with all applicable export control laws and regulations. User shall not request information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country that is not sanctioned by the United States, including but not limited to the Arab League boycott of Israel. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or at exportcompliance@intergraph.com. If the Software Customer received is identified on the media as being ITAR-controlled, the Software has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations ("ITAR"). Export of the Software from the United States must be covered by a license issued by the Directorate of Defense Trade Controls ("DDTC") of the U.S. Department of State or by an ITAR license exemption. The Software may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of the EULA included herein, such Software may be used in other countries or by other end users if prior written approval of DDTC is obtained.

If Customer is located outside the United States, Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software.

22 Non-Solicitation of Employees.

Neither party will, without the prior written consent of the other party, solicit any of the other party's employees, or induce such employee to leave that party's employment, directly or indirectly, during the Term and for a period of twenty-four (24) Months after the Master Agreement expires or is terminated.

23 Miscellaneous.

23.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement. Any individual purporting to execute or accept a Quote, Primary Contracting Document, or any Order Documents governed by the Master Terms on behalf of a Party represents and warrants to the other Party that such individual has the authority to bind, and does bind, the Party on whose behalf such individual purports to execute or accept such instrument(s). By issuance of a Quote to Customer without the word "DRAFT" or similar markings thereon, Hexagon represents it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order intended to result from the Quote. By executing the Quote and returning it to Hexagon or otherwise entering into an Order, Customer represents and certifies to Hexagon it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order associated therewith.

23.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled "IP Ownership," "Limitation of Liability," "Dispute Resolution," "Confidential Information," "Export," and the terms of any license or access granted pursuant to the Master Agreement (including, but not limited to, Exhibit A, Exhibit D, Exhibit E, and/or Exhibit F), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

23.3 Waiver. The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.

23.4 Severability. If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

23.5 Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

23.6 Governing Law. The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Washington. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in either a state court located in Spokane

County, Washington or the U.S. District Court for the Eastern District of Washington. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Master Agreement.

23.7 Governing Language. The controlling language of the Master Agreement is English. If Customer received a translation of the Master Agreement into another language, it has been provided for convenience only.

23.8 Independent Contractor. The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

23.9 Limitation on Claims. Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than two (2) years after discovery of the event giving rise to the cause of action has occurred.

23.10 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under the Master Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act (“FCPA”). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: such party is familiar with the FCPA and its purposes and agrees to comply with the acts; specifically, such party is aware of and will comply with the FCPA’s prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; such party has not made, and will not make, payments to third parties which such party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; and the method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Party has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

24 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Primary Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer’s PO or any other terms and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement, and shall not be deemed to constitute a change to the Master Agreement.

EXHIBIT A

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This EULA is a legal agreement by and between User and Hexagon. Software is also subject to Use Terms. Any software, including, without limitation, any third party components and/or Updates, associated with a separate end-user license agreement is licensed to User under the terms of that license agreement. Use Terms applicable to an Update shall apply to the Update. All use of the Software is subject to applicable Order Documents.

1 LICENSE GRANT. Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software licenses purchased by User to: (i) install and use the Software, in object code form only; (ii) use, read, and modify Documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software to achieve User's intended results, and for the installation, use and results obtained from the Software.

2 UPDATES. If the Software is an Update to a previous version of the Software, User must possess a valid license to such previous version to use the Update. Neither the Software nor any previous version may be used by or transferred to a third party. All Updates are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Update. By using an Update, User (i) agrees to voluntarily terminate User's right to use any previous version of the Software, except to the extent that the previous version is required to transition to the Update; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software will end upon availability of the Update. If an Update is provided, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software may not work correctly or that User will not be able to take advantage of all the Software's available features. In such event, Hexagon will not be liable for additional costs User incurs because of User's failure to install such Update. For Third Party Software, please read carefully the applicable Third Party Terms regarding concurrent use of an Update and the prior version of Software during transition to the Update as the Third Party Terms may differ from terms applicable to Hexagon Software Products.

3 RIGHTS AND LIMITATIONS.

3.1 **The Following are Permitted for User's License:**

User may make one copy of Software media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. User may not transfer the rights to a backup copy unless User transfers all rights in the Software and license as provided for in Section 3.2.1 below. Any other copying of the Software, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing law.

3.2 **The Following are Prohibited for User's License:**

3.2.1 User shall not sell, rent, license, lease, lend or otherwise transfer the Software, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 The Software is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software; (ii) work around any technical limitations in the Software;

(iii) publish the Software for others to copy or use; (iv) use, copy, modify, distribute, disclose, license or transfer the Software, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (v) re-use the component parts of the Software with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism in the Software or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software; (viii) use or view the Software for any purposes competitive with those of Hexagon; (ix) use the Software except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software outside the country in which it is licensed.

3.3 **Fault Tolerance.**

The Software is not one hundred percent (100%) fault tolerant. Unless the Software's Documentation expressly provides the contrary, the Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High-Risk Use"); and, User is not licensed to use the Software in, or in conjunction with, any High-Risk Use. High-Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. User hereby agrees not to use the Software in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software for purposes for which it is regularly marketed and sold (e.g., public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

3.4 **Licensing Mechanism Disclaimer.**

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software a licensing mechanism to allow such Software to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software only up to the number of licenses it has purchased. Any usage of Software beyond the amount purchased by User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software in like manner as provided in Section 6.2 below (Audit).

4 USER OBLIGATIONS.

4.1 The Software may require User's System to comply with specific minimum software, hardware, and/or Internet connection requirements. The specific minimum software, hardware, and/or Internet connection requirements vary by Software and type of license and are available from Hexagon upon request.

4.2 User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software.

4.3 At all times, User must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software, including, without limitation, when installed, used, checked out, checked in, and/or merged into another program.

4.4 User shall comply with the Use Terms, including limitations that apply to specific types of licenses identified therein.

5 TERM.

5.1 For a Perpetual License, this EULA is effective until terminated (i) by User, by returning to Hexagon the original Software or by permanently destroying the Software, together with all copies, modifications, and merged portions in any form; (ii) by Hexagon, upon User's material breach of any of the terms hereof or User's failure to pay the appropriate license fee(s); or (iii) upon User's installation of an Update that is accompanied by a new license agreement covering the Software Update. User agrees upon the termination of this EULA to cease using and to permanently destroy the Software (and any copies, modifications and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's material breach of any of the terms hereof; User's failure to pay the appropriate Subscription License fee(s); or, the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's Subscription to cease using and to permanently destroy the Software (and any copies, modifications, and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

6 AUDIT.

6.1 Hexagon shall have the right to:

6.1.1 Audit User's use of the Software and User's compliance with the provisions of this EULA during User's normal Business Hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.

6.1.2 Obtain certain documentation from User, as follows. If the Software includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year.

6.2 In the event the results of the audit in Section 6.1.1 or the documentation provided by User in Section 6.1.2 indicate User has used unlicensed Software or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software used by User; (ii) interest of two percent (2%) per month or the highest rate allowed by applicable law for each month, commencing with the initial month of unlicensed usage of the Software); and (iii) the costs for the audit in Section 6.1.1.

END OF EXHIBIT A

EXHIBIT B

MAINTENANCE TERMS AND CONDITIONS FOR SOFTWARE

These terms and conditions ("Maintenance Terms") govern the provision of maintenance and support services by Hexagon with respect to Covered Products.

1. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled "Common Terms Glossary."

2. TERM.

2.1. Term. The Maintenance Contract shall begin, retroactively (if applicable), on the first calendar day of the first Month of the Coverage Period and shall expire on the last calendar day of the last Month of the Coverage Period. The Coverage Period shall be for whole Months only.

2.2. Renewal. Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.

2.3. Lapse. In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon's then current policies and practices, including any policies or practices related to payment of reinstatement fees.

3. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS.

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Service, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Maintenance Services are as follows:

3.1. Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the support help desk (telephone or eService via the Designated Portal; and, access to any available Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted online or can be determined by contacting Customer's local Hexagon office.

3.2. Standard Support. Standard Support will include and be limited to the following:

3.2.1. All features of Advantage Support.

3.2.2. Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for

which Maintenance Services have been purchased, by way of posting notices of such to the “Support Notices and Announcements” section on the Designated Portal site , where available, or via direct notification by Hexagon. Updates are shipped to Customer upon Customer’s request logged in the Designated Portal site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer’s entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Products for which Customer has purchased an entitlement to Updates.

3.3. Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level One Defect, phone support is also available after-hours and on Hexagon-observed holidays.

3.4. Product Change Requests will be reported in like manner as set forth in Section 3.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate Order between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update, including the change or modification is and shall remain the property of Hexagon.

4. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER’S OBLIGATIONS.

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as “Customer Obligations”):

4.1. System Requirements. Customer is responsible for ensuring: the System Equipment and network infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and network infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-Hexagon provided products with products provided by Hexagon; and, its systems, software, and data are adequately backed up. Hexagon is not liable for lost data.

4.2. Hexagon Access and Customer Cooperation. Customer’s system and/or System Equipment must have input and output devices that enable the use of Hexagon’s diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer’s system via Secure Access Tool . Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Maintenance Services obligations. When reporting problems to Hexagon’s support help desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of five contact people who are each authorized to make use of the Maintenance Services (“Authorized Contacts”). Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s operating system, network, and hardware and software. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact. Customer must ensure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon’s efficient response. Authorized Contacts must have successfully completed Hexagon product training, or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer will enter and/or log requests for assistance in such systems, and utilizing such forms, as Hexagon may designate from time to time.

5. EXCLUDED SOFTWARE SERVICES.

Services for the following are outside the scope of the Maintenance Contract and may be available under separate Order at an additional charge (collectively "Excluded Services"):

5.1. Installation of any Covered Product, Update, or interface software;
5.2. Network configuration;
5.3. Configuration or customization of Covered Products to Customer or other third party requirements (except as necessary to remedy a Defect);
5.4. System-level tuning and optimization and system administration support;
5.5. Training;
5.6. Services required because the Authorized Contact is not available or is not trained;
5.7. On-site services (unless waived by Hexagon, in its sole discretion);
5.8. Services required due to modifications of Covered Products by Customer;
5.9. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the Documentation provided with the Covered Products;
5.10. Services required due to failure of software or hardware that is not a Covered Product;
5.11. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software;
5.12. Services required due to software or portions thereof that were (i) incorrectly installed or configured (other than by Hexagon), (ii) used in an environment inconsistent with the support environment specified by Hexagon, and/or (iii) used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications;
5.13. Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon's fault;
5.14. Services required due to Customer's failure to fulfill the Customer Obligations; and/or
5.15. Services required due to faulty or incomplete Customer data.

6. COVERED THIRD PARTY PRODUCTS.

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and updates for any Third Party Software not listed in the Order Documents as Covered Products must be obtained from the third party owner of the products or their designated representative.

7. REQUIRED COVERAGE.

7.1. Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Maintenance Contract.
7.2. Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Maintenance Contract.

8. ADDITIONS AND REMOVALS OF COVERED PRODUCTS.

8.1. Additions of Covered Products. Software Products licensed from Hexagon during the term of the Maintenance Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by commencement of Production use thereof, Hexagon may permit Customer to add them as

Covered Products, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.

8.2. Removal of Covered Products from Maintenance. Either Party may provide written notice to the other Party at least ninety (90) calendar days prior to the end of any Coverage Period Anniversary of its intent to remove any individual Covered Products from the Maintenance Contract at the end of the then current and contracted Coverage Period or any Coverage Period Anniversary. Neither Party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary; provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice after obtaining Customer's consent. Customer may not remove from the Maintenance Contract individual software licenses of a Covered Product for which Customer has multiple copies under Maintenance Services or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its System(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

9. PAYMENT.

9.1. Terms of Payment. Charges for Maintenance Services are due and payable annually and in advance. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Software Products added during a Coverage Period shall be prorated to the remaining Months of the Coverage Period, in whole Month increments only, and such charges shall be due and payable in full upon receipt of invoice. Covered Third Party Products added during a Coverage Period are subject to Section 6 of these Maintenance Terms.

9.2. Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Maintenance Contract, (ii) under any other agreement between the Parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.

9.3. Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days after receipt of the invoice. Customer waives any right to dispute a charge or receive a credit for a charge for Maintenance Services that Customer does not report within such period.

10. CUSTOMER ACKNOWLEDGEMENTS.

During the Coverage Period, Customer commits to the following:

10.1. Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control.

10.2. Customer acknowledges and confirms that for all Covered Products supported under the Maintenance Contract, all licenses of a Covered Product for which Customer has multiple copies in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.

10.3. Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.

11. ADDITIONAL TERMS.

11.1. Pass-Through Third Party Warranties. Covered Third Party Products are only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

11.2. Remedies. In the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Maintenance Contract does not substantially comply with the limited warranties set forth in the Maintenance Contract, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Maintenance Contract.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in the Maintenance Contract, but in no other respects and for no other purpose.

11.3. WARRANTY DISCLAIMERS. In addition to the Warranty Disclaimer provided in the Master Terms, Hexagon does not warrant that any Services, Covered Products, and Updates provided pursuant to the Maintenance Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Services, Covered Products, and Updates will operate uninterrupted or error or Defect free.

11.4. Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider.

END OF EXHIBIT B

EXHIBIT B-1



Hexagon Safety, Infrastructure & Geospatial division
ADDENDUM to the Maintenance Terms and Conditions

This addendum ("Addendum") modifies the Maintenance Terms and Conditions between the Customer and Hexagon set forth at Exhibit B in the Master Terms. This Addendum addresses limited additional services that shall be provided within the Maintenance Contract. Except as expressly modified under this Addendum, the Maintenance Terms and Conditions shall continue to apply.

Notwithstanding the provisions set forth in Section 5 (Excluded Software Services) of the Maintenance Terms and Conditions, the following limited services are included within the scope of the Maintenance Terms and Conditions and will be available to be performed by Hexagon. Requests made hereunder to the Help Desk unrelated to resolution of a Defect shall be made by Customer in accordance with the with Maintenance Terms and Conditions and logged as a Level 4 Customer Service request.

1. For Covered Products, the Customer may request and Hexagon agrees to provide limited configuration services for Hexagon COTS software unrelated to resolving a Defect. Configuration requests that will be supported by Hexagon under a Maintenance Contract shall not extend beyond the original scope and Tasks provided in Order 1 (Implementation for OnCall Dispatch) and any other Orders made under the Master Agreement and shall be, generally, within the scope of standard working product functionality.

2. Hexagon agrees to assist Customer with application optimization and performance tuning for the Hexagon OnCall system only.

EXHIBIT C

PROJECT DELIVERABLE SIGN-OFF FORM

CUSTOMER NAME, CUSTOMER CITY – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks ☐ Payments ☐ Plans/Designs ☐ Training ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION
THIS SECTION DESCRIBES THE DELIVERABLE

$AMOUNT OF PYMT
(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) Business Days after receipt of a written request from Hexagon, to either sign-off that the Task Acceptance Criteria has been satisfied or state in writing to Hexagon the reason the Task Acceptance Criteria has not been satisfied.

Sign-off of the Task shall be based solely upon satisfaction of the Task Acceptance Criteria stated in the Contract between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) Business Days after delivery then the Task will be deemed to have been accepted.

The signature below acknowledges that Task Acceptance Criteria described in the Statement of Work and listed above has been satisfied and the Task is accepted.

Authorized Customer Representative
Customer Contact Name

_____ _____

SIGNATURE **DATE**

END OF EXHIBIT C

EXHIBIT D

CLOUD PROGRAM CONDITIONS

These terms and conditions ("Cloud Conditions") govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Order. Any additional terms in any Cloud Services Schedule(s) also apply.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF CLOUD PROGRAM.

2.1 From the Cloud Program Start Date and for the duration of the Cloud Term, Hexagon will provide the License Key(s) to Customer in the amount specified in the Quote with respect to the Cloud Program purchased by Customer to use the Cloud Program subject to the provisions of these Cloud Conditions. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2 Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party) and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

3. CLOUD SERVICES AUTHORIZATION.

During the Cloud Term, Hexagon grants Customer and its Affiliates the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer's and Affiliates' own internal business purposes and subject to these Cloud Conditions.

4. TERM, TERMINATION AND SUSPENSION.

4.1 The Cloud Program Order commences on the Effective Date of the Order and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Order and/or have Customer Data Offboarded.

4.2 In addition to the rights and remedies set forth in the Master Terms, once notified in writing of an overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Order or seek additional remedies, if full payment has not been received by Hexagon within thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. Suspension of the Cloud Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension.

4.3 Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in

writing by Hexagon, in the event Hexagon terminates a Cloud Program Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of the Master Agreement.

5. AVAILABILITY. Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule. "**Availability**" or "**Available**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; unavailability arising from Customer exceeding Customer purchased Cloud Application capacity; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of the Master Agreement and Hexagon's reasonable instructions (collectively "**Exception(s)**").

6. CRITICAL SERVICE LEVELS. The purchased Service Level classifications are set forth in the Cloud Service Schedule. "**Service Operational Time**" means the time, expressed in a percentage as set forth below, that the Cloud Application is Available for a given Month during the service. The method of calculating the Service Operational Time is:

$$\frac{\textit{Hours of Cloud Program Availability for a given Month}}{\textit{Hours of Cloud Program Availability + downtime hours for such Month which are not related to an Exception}} \times 100$$

7. SERVICE CREDITS.

7.1 If in any Month the Service Operational Time in a Cloud Environment for Production falls below the purchased Service Level (a "**Service Incident**"), a "Return to Green Plan" shall be initiated for the Customer's Production Environment. Hexagon shall have: (i) the remainder of the Month in which the Customer notified Hexagon of the Service Incident by way of a Cloud Service Request, which notified Hexagon of the problem which resulted in the Service Operational Time falling below the applicable Service Level, *plus* (ii) one (1) additional Month (collectively, the "**Go Green Period**"), to return the Service Operational Time to such Service Level.

7.2 Subject to Section 7.3 below, if the Service Operational Time does not rise to the applicable Service Level within the Go Green Period, then the Service Credit provided in the Cloud Service Schedule will be applied against each Month in which the Service Operational Time remains below such Service Level.

7.3 Service Credits apply:

7.3.1 Only as specified within the applicable Cloud Services Schedule;

7.3.2 Only to the extent that the affected Customer Environment is used in Production;

7.3.3 In strict accordance with Section 5;

7.3.4 Only if a Customer has logged a Cloud Service Request which notified Hexagon of the problem that causes the Critical Service Level to fall below the identified Availability percentage in the applicable Cloud Services Schedule ("Green"); and

7.3.5 Only where Customer is compliant with the AUP.

7.4 To the extent applicable and properly noticed by Customer in accordance with Section 7.1 above, Service Credits shall be credited against the next invoice until such applicable Service Credits have been used. If the Master Agreement is terminated or Customer elects not to renew the Master Agreement before an ensuing invoice is issued, then such Service Credits are forfeited.

Customer shall have no right to receive any monetary remuneration in exchange for unused Service Credits. Notwithstanding anything herein to the contrary, in no event shall Service Credits for any given year during the Cloud Term exceed twenty percent (20%) of the amount of Cloud Program Fees payable by Customer to Hexagon pursuant to the Quote for the annual period in which the Service Credit accrued.

7.5 The Customer's exclusive remedy for not meeting the Critical Service Level specified in the applicable Cloud Services Schedule shall be the Service Credits as set forth in this Section.

8. CLOUD SERVICES SUPPORT.

8.1 As part of Cloud Services, Hexagon will provide the Cloud Services Support described within this Section 8.

8.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud Service Requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the Designated PortalWe, or (ii) telephoning Hexagon support at the times permitted within the Cloud Services Schedule.

8.3 When reporting a Cloud Service Request, if an Error, an Authorized Cloud User shall assign the Cloud Service Request a priority level based upon the criteria set forth in the Designated Portal . The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud Service Request and a description of the Error giving rise to the Cloud Service Request, to include a statement of steps necessary to produce the Error. Hexagon shall respond to the Cloud Service Request and provide commercially reasonable efforts to aid and address the Cloud Service Request. If Hexagon disagrees with the priority of the Cloud Service Request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud Service Request.

8.4 Product Change Requests will be reported in like manner as set forth in Section 8.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Cloud Program. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

8.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program, without notice if necessary, to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary.

8.6 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via Secure Access Tool. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.

8.7 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 8.3 and 8.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under the Master Agreement.

8.8 Updates.

8.8.1 As part of Cloud Services Support, Customer is entitled to receive all Updates to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to Update Cloud Optional Services, which is not part of Cloud Services Support.

8.8.2 From time to time, Hexagon may notify Customer through the Designated Portal that Hexagon has developed an Update for the purchased Cloud Application(s) and intends to deploy said update, including any applicable Third Party Software Products. On the date specified in the notification, Hexagon will deploy the Update to the Cloud Development Environment for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the Update, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update to Customer Cloud Environment for Production.

8.8.3 In the event Customer provides written notice to Hexagon, within the Testing Period, of a Material Adverse Effect as a result of Customer's testing of the Update in accordance with Section 8.8.2 above, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same protocols set forth in Section 8.8.2 and this Section 8.8.3; provided, however, if Hexagon reasonably finds that no Material Adverse Effect exists, Hexagon may deploy the Update to the Customer Cloud Environment for Production.

8.8.4 As it relates to implementing Updates for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via Secure Access Tool to implement the Update in conjunction with the updating of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to update the Cloud Program.

9. CUSTOMER RESPONSIBILITIES.

9.1 Customer shall be responsible for all activities that occur in Authorized Cloud Users' and Users' accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with the Master Agreement. Customer shall:

9.1.1 Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;

9.1.2 Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;

9.1.3 Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and

9.1.4 Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

9.2 Customer shall reasonably cooperate with Hexagon as it pertains to Planned Maintenance.

10. CLOUD SERVICE PROGRAM FEES.

10.1 Generally. Subject to Section 10.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees.

10.2 Adjustment. It is the Customer's responsibility to monitor its usage of License Key(s) and/or Cloud Application capacity it has purchased. Hexagon may periodically review the Customer's usage of the Cloud Program to determine whether Customer's usage is consistent with the

quantity of License Key(s) and/or Cloud Application capacity purchased. If the usage shows the Customer has used more License Key(s) than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Key(s) used in excess of the purchased quantity. If a Cloud Application is subject to capacity limitations (e.g. a limited number of transactions in a period), as expressly set forth in the applicable Cloud Services Schedule, the Cloud Application may be configured to cease or degrade some or all functions upon Customer reaching those capacity limitations and/or may be configured to permit additional usage for additional fees, all as and if described in the applicable Cloud Services Schedule(s).

11. TERMS OF PAYMENT.

The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon Hexagon's issuance of License Key(s) to Customer. For purposes of clarity, once the first License Key(s) is issued for any Cloud Environment, the annual Cloud Program Fee will be due and payable in full. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 10.2 above) will be issued prior to the Cloud Anniversary.

12. ACCEPTABLE USE POLICY (AUP).

12.1 The AUP forms part of these Cloud Conditions and is incorporated by reference. It may be found at the following site: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/Cloud_AUP-L.pdf. The Customer and any Authorized Cloud User or User shall comply with the AUP. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application(s). Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in the suspension of the Cloud Program or termination of the Cloud Program Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.

12.2 Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Primary Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third Party Service Provider to Hexagon.

12.3 Without waiver of any other requirement or limitation set forth herein, Customer's use of any third party software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software Products that is not certified by Hexagon to operate in conjunction with the same is solely at Customer's risk. Addressing service requests arising from the use of uncertified third party software is not included within Cloud Services Support or the Cloud Program.

13. OWNERSHIP AND INTELLECTUAL PROPERTY.

13.1 In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application(s), Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third Party Software . Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as

expressly permitted by Hexagon (which permission may in some instances, subject to stated limitations, be contained in a Cloud Services Schedule with respect to a particular Cloud Application). Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.

13.2 Customer and its Affiliates, respectively, shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent they own IPR to said information, as well as work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other Intellectual Property provided by Hexagon under the Master Agreement that makes a particular data file intelligent or that structures output, said formats and Intellectual Property which shall remain the property of Hexagon or the respective third party that owns said format or Intellectual Property.

14 PERSONAL DATA.

14.1 Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

14.2 Unless Customer Specified Data Center(s) are included in the Cloud Services as identified in the Quote, Hexagon and its Third Party Service Provider shall have sole discretion of the location of the Data Center(s).

15 SECURITY & BREACH NOTIFICATION.

15.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents.

15.2 Hexagon Response to Security Incident. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates (as applicable) via the Designated Portal, or otherwise. The report shall be provided within twenty-four (24) Business Hours following Hexagon's discovery, confirmation, and investigation of a Security Incident.

15.3 Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:

15.3.1 Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure; and

15.3.2 Develop, implement, and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

16 WARRANTIES, DISCLAIMER AND INDEMNITIES.

16.1 During the Cloud Term, Hexagon does not warrant the Cloud Application(s) purchased by Customer will meet the Service Level specified in the applicable Cloud Services Schedule. The Cloud Program may be subject to limitations, delays and other problems inherent in the use of the internet, electronic communications, and Customers' IT infrastructures. Hexagon will not be responsible for any delays, delivery failures, or other damage.

16.2 Hexagon does not warrant the Cloud Application(s) and Third Party Software accessed via Cloud Services will perform substantially in accordance with the Documentation provided. To the extent an Error should be discovered, Customer shall report such Error to Hexagon as provided in Section 8 of the Cloud Program Conditions and Hexagon will respond as provided therein.

16.3 Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer and its Affiliates any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).

16.4 Hexagon does not warrant the Cloud Program (to the extent accessed by Customer under the Master Agreement) will meet the Customer's or any of its Affiliates' requirements or that it will run uninterrupted or be Error free. Customer and its Affiliates are responsible for the results obtained from the use of the Cloud Program.

16.5 The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

17 ACCESS TO THE MASTER AGREEMENT BY CUSTOMER'S AFFILIATES.

If Customer's Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Program Conditions. The Affiliate, in accessing the Cloud Program (or any part thereof), and Customer, in permitting the Affiliate's access, each represent to Hexagon they have entered into an agreement by which Affiliate is permitted to use the Cloud Program and is bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

END OF EXHIBIT D

EXHIBIT E

SUBSCRIPTION TERMS AND CONDITIONS

These Subscription Terms and Conditions ("Subscription Terms") govern the licensing and support for the Subscription.

1. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary).

2. SERVICES PROVIDED.

2.1 Access. Subject to an Order and these Master Terms, including Exhibit A (End User License Agreement), Hexagon will make the Subscription Licenses available to Customer for Customer's use during the Subscription Term. Any renewal or extension of the Subscription Term shall be subject to such terms and product components as reflected in the applicable renewal or extension Quote issued by Hexagon (the "***Renewal Quote***"). Customer acknowledges and agrees that Customer shall compensate Hexagon for Customer's continued use of a Subscription after expiration or termination of a Subscription Term, at a rate equitably and proportionately calculated based upon the Renewal Quote and based upon the period of such extended use; *provided that* if no Renewal Quote is issued prior to expiration or termination of the Subscription Term, the initial Quote shall be substituted in the calculations set forth in this Section 2.1.

2.1.1 As it pertains to Metered Licenses, the Customer's right to use the Metered Licenses shall end upon the earlier of: (i) expiration of the Subscription Term, or (ii) Customer's use of its allotment of units of service as set forth in the Quote.

2.2 Maintenance and Support. During the applicable Subscription Term, Hexagon will provide maintenance services and support to the Customer for the Subscription Licenses in accordance with Exhibit B (Maintenance Terms and Conditions) of these Master Terms.

2.3 Services. These Subscription Terms only provide for the licensing and support of the Subscription. If the Customer desires for Hexagon to provide Services for implementation, configuration, training, or other work in relation to the Subscription, then Customer may contract with Hexagon pursuant to these Master Terms for Services.

3. INVOICES. Hexagon shall invoice Customer for the full amount set forth in the Quote upon delivery of or access having been provided for any of the Subscription Licenses identified in the Quote. To the extent the Quote includes multiple types of Subscription Licenses, Hexagon shall invoice the Customer when the first type of Subscription License is allowed to be invoiced as provided in this section.

4. CUSTOMER OBLIGATIONS.

4.1 Customer Control. Customer and its authorized Users of the Subscription shall at all times comply with Exhibit A (End User License Agreement). Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Customer to authorized Users pursuant to the Subscription, or by Hexagon on behalf of Customer. Upon the termination of employment of any authorized User, Customer will terminate that individual's login ID and password. Hexagon is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer's login IDs.

4.2 Security. Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Hexagon IP by Customer, Customer's employees, consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer's behalf.

END OF EXHIBIT E

EXHIBIT F

COTS Training Program Terms

These terms and conditions ("COTS Training Program Terms") govern the provision of the Training Curricula by Hexagon to Customer under a Fixed Price Project Assignment. Any additional terms in a Training Program Statement also apply; and, notwithstanding the order of precedence stated in the Master Terms, but without otherwise modifying such order of precedence, any conflict between these COTS Training Program Terms and any applicable Training Program Statement shall be resolved in favor of the Training Program Statement.

A. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

1. SCOPE OF TRAINING PROGRAM.

Hexagon will provide the Training Curricula specified in the Quote and purchased by Customer, in accordance with and subject to the provisions of these COTS Training Program Terms and the applicable Training Program Statement(s). The Training Program Statements(s) and Quote shall describe the duration and delivery method for the Training Curricula; provided that if no duration is otherwise stated for a Training Curricula delivered by online means, Customer shall cease use thereof twelve (12) months following the date the Order was placed for the Training Curricula.

2. FEES AND PAYMENT.

Unless otherwise expressly provided in applicable Training Program Statement(s) corresponding to the Order, fees for Training Curricula delivered by a live instruction method shall be invoiced as and when the Training Curricula is delivered; and fees for Training Curricula delivered by an online on-demand method shall be invoiced upon first delivery to Customer of the initial ability to access any portion of the Training Curricula.

3. SPECIFIC ONLINE TERMS.

4.1 Assignment of Credentials. For Training Curricula delivered by an online on-demand method, Customer acknowledges and agrees that: each specific student/user must be assigned individual credentials, thereby consuming one of the overall quantity of credentials available to Customer under the terms of the Order, and student/user credentials may not be shared or used by more than one student/user. Upon request, and subject to processing and any requirements of the Third Party Service Provider, credentials may be subject to reassignment to a new student/user and from a student/user no longer requiring access to the Training Curricula. The period of availability of an online on-demand Training Curricula shall not be extended due to delays in Customer's assignment of available credentials or in any reassignment of credentials.

4.2 Use Restrictions. Customer shall comply, and assure all students/users comply, with terms of use of the Training Curricula and the platform through which it is provided, including without limitation, each of the following: the platform and assets associated therewith shall never be used to perform unlawful activity or activity which interferes with networks, systems, or facilities associated with operation of the platform; the platform shall not be used to store, process, or publish threatening, disparaging, or offensive material, or material that constitutes Spam/E-Mail/Usenet abuse or to create a security risk or an infringement of privacy or IPR; the platform shall not be used for any activity intended to directly or indirectly circumvent security measures of the Third Party Service Provider or Hexagon; and, the platform shall be used solely within the use requirements of the Third Party Service Provider and solely for the purpose of consuming the Training Curricula.

4. OWNERSHIP AND INTELLECTUAL PROPERTY.

In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Training Curricula, and any other data and information provided as part of Training Curricula (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Training Curricula, to include without limitation the Third Party Service Provider's retention of intellectual property associated with the platform through which any online on-demand Training Curricula is provided. Customer and its Affiliates shall not attempt to decompile, disassemble, obtain any source code for, or record Training Curricula, in whole or in part. Customer, for itself and its Affiliates and their respective personnel accessing the Training Curricula, acknowledges and agrees the Training Curricula is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, record, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Training Curricula or any component thereof except as expressly permitted by Hexagon. The Customer acknowledges Hexagon shall retain sole custody and control of the underlying online Training Curricula and any documents and information displayed therein. Unless otherwise set forth in the Training Program Statement, Hexagon shall only provide electronic copies of any specified Documentation. Without Hexagon's express, written permission, Customer shall ensure student/user credentials issued to Customer are only assigned and/or used only by Customer's employees.

5. CUSTOMER OBLIGATIONS.

Customer shall at all times be responsible for administering and monitoring the use of Training Curricula by its students/users. Training Curricula shall be used solely for Customer's internal training purposes. Upon the termination of employment of any student/user, Customer will terminate that individual's access to Training Curricula. Customer shall be responsible for supplying all components necessary to supply of the Training Curricula not expressly specified in the Training Program Statement as a deliverable by Hexagon. Depending upon the nature and delivery method of the particular Training Curricula, components to be supplied by Customer may include, by way of example only, computers or software for use by students/users, internet connectivity, or training space at the Customer's site.

END OF EXHIBIT F

EXHIBIT G

COMMON TERMS GLOSSARY

"Acceptable Use Policy (AUP)" means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions).

"Activity" or **"Activities"** means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.

"Affiliate" means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly hold a controlling ownership interest. "Affiliates" means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Primary Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Primary Contracting Document for any intergovernmental agreements entered into after the Effective Date. "Control" for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate. For purposes of Section 9 in the General Terms and Conditions, an Affiliate is not a third party.

"Authorized Cloud User" means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud Service Requests and Product Change Requests.

"Auxiliary System License" means the license(s) of Software Product made available by Hexagon for select Software Products to augment Production System Licenses. Each Auxiliary System License requires a corresponding Production System License and the term of the Auxiliary System License shall not exceed the term of the applicable Production System License.

"Beta Software" means any version of Software Product prior to a generally available commercial release of such Software Product.

"Business Day" means any day other than a weekend or public holiday in the country listed on the Quote.

"Business Hour" means an hour occurring during a Business Day and during the generally recognized eight (8) working hours comprising the Business Day at the Customer's location.

"Catastrophic Event" means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g., September 11th, hurricanes greater than Category 2 on the Saffir-Simpson scale, earthquakes greater than 6.1 on the Richter scale).

"Change Order" means a document executed or accepted in writing by both Parties that modifies the scope, price, milestones, and/or project schedule of an Order.

"Client" means a computing device connected to a Server.

"Cloud Anniversary" means the anniversary of the date on which Hexagon provided the License Key(s) to Customer.

"Cloud Application(s)" means the Hexagon software applications, including without limitation application programming interfaces made available by Hexagon through the Cloud Portal as part of the Cloud Program. Cloud Application(s) are subject to Cloud Services Schedules.

"Cloud Consulting Services" means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.

"Cloud Cutover" means the point in time when Customer first uses the Cloud Program for its generally marketed purpose.

"Cloud Development Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in Production or for training purposes.

"Cloud Environment" means the collection of remote environments provided to Customer on which the Cloud Application(s) operates and that is supported by Hexagon.

"Cloud Optional Services" means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

"Cloud Portal" means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer's rights, and further provides access to additional Cloud Services, as made available by Hexagon.

"Cloud Program" means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software , and Cloud Optional Services provided pursuant to the Order Documents. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

"Cloud Program Fees" means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof). Cloud Program Fees shall be in the amount described in the Quote and/or Cloud Services Schedule, and shall be invoiced on an annual basis, except to the extent otherwise expressly provided in the Primary Contracting Document or the Cloud Services Schedule.

"Cloud Program Start Date" means the date on which the first License Key(s) are provided to the Customer. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

"Cloud Service Request" means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available.

"Cloud Services" means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third Party Service Provider's hosting services (which are more particularly described in the Cloud Services Schedule(s)), for Cloud Application(s), Cloud Optional Services, and Third Party Software and ordered by the Customer.

"Cloud Services Schedule" means a document(s) titled "Cloud Services Schedule" related to one or more Cloud Application(s) that contains additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer. In the absence of Cloud Service Schedule(s) being included within the Order Documents, Cloud Services Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/CSS-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

"Cloud Services Support" means the service specified as such in the Cloud Conditions through which Customer can report Cloud Service Requests and Product Change Requests.

"Cloud Staging Environment" or **"Cloud Testing Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purposes of testing modifications and training, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in Production.

"Cloud Term" means the duration of a Cloud Program Order.

"Confidential Information" means any data or information, tangible or intangible, disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with

the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the Primary Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; (iv) was within the Receiving Party's possession prior to its being furnished by the Disclosing Party, where the Receiving Party has no reason to believe that such third party was bound by any confidentiality obligation to the Disclosing Party, or (v) is confirmed in writing by the Disclosing Party as not being confidential.

"Core" means a physical processor on a computer Server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit ("CPU") may have one or more Cores, and a given Server may have multiple CPU sockets that may each contain multiple Cores.

"COTS" means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon's customers and not including any functionality or features requiring source code changes.

"COTS Documentation" means commercial off the shelf Documentation in the form generally released and distributed to Hexagon's customers and not including or requiring changes thereto.

"Coverage Period" means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

"Coverage Period Anniversary" means the anniversary of the date on which the Coverage Period commenced.

"Covered Products" means collectively, Covered Software Product(s) and Covered Third Party Products.

"Covered Software Product(s)" means Software Product(s) and Developer Tools identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

"Covered Third Party Products" means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Third Party Software or any Cloud Program.

"Credentials" means the unique log-in identifier by which a person could access a service or benefit, such as, without limitation, a Cloud Program or Training Curricula.

"Customer" means the non-Hexagon party to the Primary Contracting Document.

"Customer Cloud Administration" means providing User's access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

"Customer Cloud Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use of as part of the Cloud Program. A Customer Cloud Environment consists of a Cloud Development Environment and Production Environment.

"Customer Data" means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. "Customer Data" shall not mean data which (i) is not particular to Customer, and/or (ii) is of value to the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, DevTools, Content, Equipment and

Software intentionally designed and embedded with Equipment or Special Purpose Items, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

"Customer Data Rights" means: (i) the right to use Customer Data that contains Customer's Confidential Information to perform Hexagon's obligations within the Order; (ii) the right to use, alter, modify, and disclose Customer Data that does not include Customer's Confidential Information to perform Hexagon's obligations and other business purposes for which the information may be disclosed to third parties; and (iii) except as otherwise provided in the EULA or Developer Tools Schedule, a worldwide, royalty-free, irrevocable license to use, replicate, sell, modify, enhance, and distribute any works created by the Customer through its use of Developer Tools.

"Customer Specified Data Center" means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

"Customized Software" means those Services Deliverables that are software or computer code, whether in source code or object code.

"Cutover" means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

"Data Center(s)" means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third Party Service Provider.

"Defect" means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product or Cloud Application, assuming proper usage of the Software Product or Cloud Application in its required operating environment. Defects are further classified into four levels as follows with the corresponding response target:

Level	Impact of Defect	Response Target
▸ Level One	*No workaround available and either:* ▸ *Productive use prohibited, or* ▸ *Aborts.*	Immediate or within 30 minutes of notification
▸ Level Two	*No workaround available and either:* ▸ Primary purpose compromised, or ▸ Productive use significantly impacted	Immediate or within 30 minutes of notification
▸ Level Three	▸ Productive, but incomplete operation Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.	M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours
▸ Level Four	▸ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use	M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

"Deliverable(s)" means all Services Deliverables, software, hardware, Cloud Programs, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.

"Designated Portal" means the portal(s), website(s), platform(s), or other similar channels designated by Hexagon from time to time to be used for specific collaboration(s), information dissemination(s), or communications(s).

"Developer Tools" or "DevTools" means any software intended for use by developers to create (i) software for (a) redistribution, or (b) interfacing two or more of the following: Software, Cloud Applications, E/C; or (ii) specific customizations for which the Developer Tool is intended and designed. Developer Tools are subject to Developer Tools Schedules.

"Developer Tools Schedule" or "DevTools Schedule" means a document relating to certain DevTools provided by Hexagon listed in the Order Documents that identifies particular details, limitations, licensing, and other parameters relating to the DevTools. In the absence of DevTools Schedule(s) being included within the Order Documents, DevTools Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/DT-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

"Documentation" means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available through the Designated Portal. Not all of the types of Software Products or Cloud Applications are provided with Documentation or with similar Documentation.

"Effective Date" means the date and time the last Party is on notice that all Parties have accepted the Primary Contracting Document.

"Emergency Maintenance" means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.

"Equipment" means tangible, personal property to be provided by Hexagon identified in Order Documents, including, but not limited to computing hardware, computer-related equipment, computer devices, furniture, sensors, equipment, unmanned aerial vehicles, and instruments.

"**E/C" or "Equipment/Content"** means digital content identified in an E/C Schedule and/or any Equipment supplied by or through Hexagon. For purposes of clarity, the term "E/C" excludes Maintenance Services, Cloud Program, Software (except Software intentionally designed and embedded with Equipment), and Services. E/C is subject to E/C Schedules.

"E/C Schedule" means a document relating to certain E/C provided by Hexagon listed in the Order Documents that address some or all of the following depending upon the offering being addressed: licensing requirements for any embedded Software, maintenance parameters and limitations, warranty, and support provisions. In the absence of E/C Schedule(s) being included within the Order Documents, E/C Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/EC-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

"Error" means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for "Defect."

"EULA" means the certain Hexagon End-User License Agreement set forth in these Master Terms as Exhibit A and/or that is delivered with Software and which must be accepted prior to Software installation.

"Exchanged Product" means a later released Software Product which the Customer will receive pursuant to its Maintenance Contract and supplants the Replaced Product.

"Fixed Price Project Assignment" means a type of Order where Hexagon will provide Services with or without accompanying Product(s) for a fixed price.

"Hexagon" means the entity that is a member of the Hexagon Group of companies that is identified in the Order Documents; provided however, as used in the EULA, "Hexagon" means Intergraph Corporation.

"Hexagon IP" means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property. Additional information regarding Hexagon patents, including a list of registered patents associated with the Software Products, is available at www.intergraph.com/patents and/or www.uspto.gov.

"Intellectual Property" or **"IPR"** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, declaring code, implementing code, Documentation, mask work rights, digital data content, design, ideas, product information, inventions and improvements thereto, and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

"Lapse" means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Maintenance Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Maintenance Contract. Extension of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon's express written waiver.

"License Key(s)" means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

"Local Environment" means the collection of environments provided and supported by Customer (e.g. providing System Equipment, etc.) in which the Local Software operates.

"Local Software" means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

"Maintenance Contract" means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

"Maintenance Services" means only those services described in the document titled "Maintenance Terms and Conditions for Software" provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

"Material Adverse Effect" means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer's and/or its Affiliates and/or its/their Authorized Cloud Users' or Users' access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose; or (ii) making the Cloud Program materially less secure which results in increased risk to Customer Data or to data belonging to other Hexagon customers. For clarity, a Material Adverse Effect is a condition which would render the Cloud Program un-usable or materially less secure for intended users generally, and not merely as a result of individual characteristics associated with Customer or its specific implementation or operation.

"Metered License" means a specific type of Subscription License that allows the Customer to use the Subscription License up to the number of hours set forth in the Quote during the Subscription Term. For reference, a Subscription License that is a Metered License shall have the word "Metered" in the Software Product name and/or have the letters "MTR" at the end of the product number for the Software Product instead of the other identifiers corresponding to an unmetered Subscription License referenced in its definition.

"Minimal Operations Levels" means operation of a Software Product without a Level One Defect.

"Modern Release" means a version of a Software Product published by Hexagon no more than eighteen (18) months prior to Customer's first use thereof in Production.

"Month" means, unless otherwise stated in the applicable provision, a calendar month.

"Network Requirements" means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.

“Offboarding” or **“Offboarded”** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.

“Onboarding” or **“Onboarded”** means the process of loading Customer Data into the Customer Cloud Environment.

“Onsite Fee” means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means to travel from the Hexagon resource’s primary duty station in furtherance with an Order and lasting no more than five (5) consecutive days).

“Order” means each individual purchase transaction in which the Parties engage, as evidenced by Order Documents.

“Order Documents” shall mean written documents, the terms of which include Hexagon’s commitment to provide specific products, licenses, and/or services at a specified price, subject to the terms and conditions of the Primary Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order. Any Schedule applicable to the Order is incorporated into the Order Documents as if fully set forth therein.

“Perpetual License” means a type of license for Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms “Subscription,” “SaaS,” or “Metered” and/or the absence of the letters ”SU,” ”UB,” “CLD,” or “MTR” at the end of the Software Product number or the letters “HCL” at the beginning of the Software Product number.

“Personal Data” means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer’s jurisdiction.

“Planned Maintenance” means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.

“Primary Contracting Document” means the contract document accepted by the Parties which references and incorporates this Common Terms Glossary and/or references and incorporates a document to which this Common Terms Glossary is an exhibit or attachment.

“Product Change Request” means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.

“Product Order” means a type of an Order that involves only the sale of Products from Hexagon. A Product Order may include the sale of Maintenance Services or maintenance for Equipment so long as the subject of the services is also included in the Product Order. This type of Order does not include Services or Cloud Programs.

“Product(s)” means either or the combination of Software (including Subscription Licenses), E/C, or other goods, and excluding Services, Maintenance Services, or a Cloud Program.

“Production” means, as applicable, where a Subsystem or Cloud Program is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation solely for testing or training is not Production.

“Production Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud Application(s) in production and for its generally marketed purpose.

“Production System License” means the license(s) of Software Product provided to User for general production use.

“Product-Specific Terms” modify the EULA, and (ii) in the event of a conflict between the EULA and Product-Specific Terms, Product-Specific Terms shall govern for the applicable Software. In the event of a conflict of terms between the EULA, any prior Product-Specific Terms (including any product-specific terms delivered in the form of an addendum to the EULA), and later Product-Specific Terms, the later

Product-Specific Terms shall take precedence over the EULA and any prior Product-Specific Terms regarding the subject Software.

"Purchase Order" or **"PO"** means a document issued by Customer to Hexagon to authorize the delivery of certain Product(s), Services, Deliverables, or Cloud Programs.

"Quote" means a document issued by Hexagon reflecting Product(s), Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer's name and location, and any applicable Schedule(s). To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

"Replaced Product" means an earlier Software Product which will be replaced pursuant to a Maintenance Contract for an Exchanged Product.

"**Schedule"** means one or more of: E/C Schedule(s), Cloud Services Schedule(s), DevTools Schedule(s), Training Program Statement(s), and/or Special Purpose Schedule(s).

"**Secure Access Tool**" is a tool designated by Hexagon for providing secure, auditable remote access to Customer utilized environments in order for Hexagon support personnel to effectively perform services.

"Security Incident" means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon's control. Examples of Security Incidents include: (i) security breaches to Hexagon's network perimeter or to internal applications resulting in compromise of Customer Data; (ii) severe degradation of, Hexagon's security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.

"Server" means a computer or computer program which manages access by Clients to a centralized resource or service in a network.

"Server-based Software Product" means Server-based software that is accessed by one or more Clients.

"Services" means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services, Cloud Programs, or XaaS (anything as a service).

"Services Deliverable" means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to an Order. Cloud Programs are not Services Deliverables.

"Software" means the software and DevTools owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer. For the avoidance of doubt, Cloud Programs and their contents are not "Software" as that term is used herein.

"Software Product" means the Hexagon or Hexagon Affiliate software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files, sample data, demo data, or media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic Documentation, and (iii) any Updates of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, third party components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents, but incidentally delivered within the same files or media. Software Product shall not mean any Third Party Software. For the avoidance of doubt, Cloud Programs and their contents are not "Software Products" as that term is used herein. For avoidance if doubt, Software Product does not include Developer Tools. Software Products are subject to all of the terms and conditions of the EULA which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the EULA provided with the Software Product.

"SOW" means a statement of work setting forth the scope of Services being provided pursuant to an Order.

"Special Purpose Item" means an item identified in Order Documents as due to be delivered by Hexagon, which item is subject to certain unique terms, conditions, restrictions, or requirements identified in a Special Purpose Schedule.

"Special Purpose Schedule" means a document identifying terms, conditions, and restrictions applicable to a Special Purpose Item. In the absence of Special Purpose Schedule(s) being included within the Order Documents, Special Purpose Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/SPS-LLP.pdf.

"Subscription" means the collection of Subscription License(s) identified on the Quote and or purchased by the Customer.

"Subscription License" means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word "Subscription" in the Software Product name and/or have the letters "SU" at the end of the product number for the Software Product.

"Subscription Term" means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription Licenses are provided to the User or the User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

"Subsystem" means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("I/CAD" or "OnCall Dispatch"), records management system ("RMS" or "OnCall Records"), and G/Technology (G/Tech) are each an example of a Subsystem.

"System" means a physical or operational location where the Software resides and operates on an individual Server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

"System Equipment" means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN's; operating system software; database software; and other third party software.

"Task" means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

"Task Acceptance" means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

"Task Acceptance Criteria" means the criteria by which a Task will be evaluated for completion as described in an SOW.

"Task Acceptance Process" means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria has been successfully completed, Hexagon shall submit for execution by Customer's project manager a sign-off form in substantial conformity with Exhibit C, "Project Deliverable Sign-off Form." Within ten (10) Business Days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) Business Days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into Production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

"Term" means the duration of performance under the contract into which this Common Terms Glossary is incorporated by reference.

"Third Party Service Provider" means the third party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform, Training Curricula, and/or other services to provide an element of the Cloud Program, Training Curricula, or other service to Customer (if applicable) on behalf of Hexagon.

"Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not

include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the Third Party Terms. "Third Party Software Products" also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used by the Customer to use Cloud Application or Cloud Optional Services.

"Third Party Terms" means for certain Third Party Software additional terms and conditions provided with the Order Documents and/or cited in the Use Terms, or otherwise made available to the Customer or any User.

"Time and Materials Project Assignment" means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first. Unless otherwise specified in the Order Documents, a Time and Materials Project Assignment shall end six (6) months after formation of the Order.

"Training Curricula" means one or more training classes or resources provided by Hexagon to Customer as a service over a limited time period. Training Curricula are subject to Training Program Statements.

"Training Program Statement" means document(s) titled "Training Program Statement" containing additional details regarding the Training Curricula parts being provided to Customer, including, but not limited to: whether the training is provided live on-site, live but remotely, or by way of recorded or static online content; and, certain other pertinent details; provided that "Training Program Statement" may alternatively refer to only those specific terms of an SOW containing additional details regarding Training Curricula being provided to Customer. In the absence of Training Program Statement(s) being included within the Order Documents, Training Program Statements may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/TPS-LLP.pdf, which Training Program Statements are incorporated into the Order as if fully set forth therein.

"Update" means any upgrade, modified version, new release, fix, patch and/or update of the Software. Updates can require full installation and a new License Key. Updates are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software; provided that if a new EULA is delivered with an Update, acceptance thereof is a requirement for its use.

"User" means Customer and/or an individual employed by Customer and authorized by Hexagon to use a particular Software, Cloud Application, Third Party Software, or Cloud Optional Services on behalf of the Customer. A User may also include Customer's contractor who requires temporary use in order to provide services on Customer's behalf. A person can only be authorized and a User if the person is an employee or designee of Customer and Customer has purchased the requisite number of licenses, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.

"Use Terms" means the Hexagon Product Usage Policy and Product Specific Terms accessible from https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/LLP/LLP_08-2019.pdf which are incorporated herein. For purposes of clarity, the Use Terms corresponding to the date of the Order shall apply to that specific Order and the Software provided thereunder.

"Version Limitation I" is a status reached by a Software Product on the earlier of the (i) the third anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the fifth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation I shall thereafter be reached upon the third anniversary of the Customer's first operation of such Modern Release in a live Production environment.

"Version Limitation II" is a status reached by a Software Product on the earlier of (i) the fourth anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the sixth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation II shall thereafter be reached upon the fourth anniversary of the Customer's first operation of such Modern Release in a live Production environment.

“Version Limitations” means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.

“Virus” means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.

“Work” means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

“XML Files” means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

“XSL Stylesheets” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

END OF EXHIBIT G

ATTACHMENT B

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.

INTERGRAPH CORPORATION Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
TIFFANY TAYLOR Name of Certifying Official (Type or Print) FINANCE DIRECTOR Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

City of Spokane, WA

Statement of Work

for

HxGN OnCall Dispatch

Cloud Hosted Implementation

PRESENTED BY:

Andrew Sayko
West Coast Sales Director
Hexagon Safety, Infrastructure & Geospatial division
305 Intergraph Way
Madison, AL 35758 USA

March 25, 2026

HEXAGON

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1. Introduction

This Statement of Work, including the attachments hereto, provided by Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon") to the City of Spokane, WA ("Customer") describes the Cloud Consulting Services provided by Hexagon in connection with the initial implementation of the Dispatch Cloud Program during Phase 1. Hexagon will provide the Cloud Consulting Services to facilitate implementation of the Dispatch Cloud Program as expressly set forth in this SOW (the "Project") in exchange for payment of the amount set forth in the Quote (which is included as Attachment A). Except as otherwise provided herein, capitalized terms shall have the meaning set forth in the Agreement and Attachment J (Glossary of Terms) hereto.

The formation of the Order described in this SOW is expressly conditioned upon its acceptance by both Parties, as reflected in the Agreement.

The Software provided by Hexagon will be the HxGN OnCall Dispatch Advantage Subsystem, including the OnCall Mobile Unit and OnCall Mobile Responder Cloud Applications ("HxGN OnCall Dispatch System" or "OnCall Dispatch" or "Dispatch Cloud Program").

2. Purpose

The SOW for Phase 1 describes the Cloud Consulting Services for the Dispatch Cloud Program. It documents: Project implementation requirements, Cloud Application and Local Software functionality, the Activities and Tasks comprising the Project, the timeframe for completion of Activities and Tasks, the responsibilities for each Party, and the Task Acceptance Criteria.

The SOW includes and incorporates the following Attachments:

- Attachment A – Pricing Summary
- Attachment B – Payment Schedule
- Attachment C – Initial Project Schedule
- Attachment D – Training Curriculum
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The remainder of this section details Project assumptions that impact the Project cost, schedule and scope, Project team composition, and Project management responsibilities.

Each Task identified in this SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites, Task Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks defined in the SOW may not be listed chronologically, and the actual Project implementation Tasks and timelines will follow the Project Schedule, unless otherwise noted.

3. Project Outline

The Project consists of two (2) phases: Initial Operating Capability ("IOC") and Final Operating Capability ("FOC"). During IOC, Hexagon will create the Dispatch cloud environment. For the Project to be successful, it is imperative the Customer timely perform its Activities. IOC Completion also marks the Cloud Program Start Date for the Dispatch Cloud Program.

For CAD, there are two phases: Phase 1 and Phase 2. During Phase 1, Hexagon will implement a limited system based upon the FDD. The Phase 1 CAD Subsystem shall only include Phase 1 Interfaces (as defined in subsequent Task) and will have only training and testing oriented to the FDD.

Following the completion of IOC, Phase 1 will entail limited configuration and work flows, specified interface development, functional testing of the Cloud Applications in accordance with the Benchmark Criteria ("Functional Testing"), training, and deployment Activities. Phase 2 will entail additional configuration, workflows and interfaces.

The Customer has requested Hexagon deviate from its typical implementation methodology to accommodate Customer's desired timeline related to the CAD Subsystem as outlined above. Hexagon acknowledges the Customer's request and has provided an alternate methodology based upon the Customer request. The Customer acknowledges it wants this different implementation approach and understands Hexagon has not executed such approach before. The Customer accepts the risks associated with its request for a different methodology, including that delays may occur or that some features and functionality may be available only after the Phase 1 Cutover.

4. Cloud Program Functionality & Support

As part of the Cloud Program, Hexagon shall provide Credentials/License Keys to the COTS Cloud Applications identified in the Quote. The Customer desires to implement the Dispatch Cloud Program in multiple phases such that the Dispatch Cloud Program would be further configured in future phases. During Phase 1, the Dispatch Cloud Program will be provided in its COTS state and with limited configurations. As such, the Customer acknowledges, the Cloud Program may not have all the configurations, features, and functionality during Phase 1 and that the absence of such functionalities, configurations, and capabilities shall not preclude Customer from progressing to Cutover or allow for Customer conditioning Cutover upon the inclusion of such configurations, functionalities, or capabilities. The Specifications reflect all of the functionality Hexagon is obligated to provide in the Dispatch Cloud Program for both Phase 1 and Phase 2 provided that any functionality not available during Phase 1 may be made available in future phases and not be a requirement for Cutover. Errors identified during testing are addressed in accordance with the terms related to Cloud Services Support except where Hexagon advises such Blocker Error(s) are to be addressed in a future phase. Permissive Errors are not required to be resolved prior to Cloud Cutover. This scope does not include any Product Change Requests. During the early stages of the Project, Hexagon and the Customer will engage in workshops to document the workflows, configurations, and functionalities to be implemented in ensuing Tasks ("Documented Capabilities"). The Documented Capabilities are intended to reflect the Customer's current ways in which it uses a computer aided dispatch system and subject to the Software Requirements. For OnCall Dispatch, the Documented Capabilities will be reflected in a document titled Functional Design Document. In no event shall the Documented Capabilities include additional functionalities beyond those set forth in

the Software Requirements, exceed the scope of the Software Requirements, or expand the requirements for the functionalities that are otherwise set forth in the Software Requirements. As part of Phase 1 of the CAD implementation, the FDD will be the exclusive benchmark for evaluating the CAD Subsystem.

As part of the Dispatch Cloud Program, the Customer will have access to various Cloud Environments: Production, Development, and Staging. This Project contemplates most Activities occurring in the Production Environment. After the Dispatch Cloud Program has completed Functional Testing and prior to Cloud Cutover, Hexagon will replicate the Production Environment to the Development Environment and Staging Environment.

The issuance of the Credentials/License Keys for the Dispatch Cloud Program signifies the occurrence of the Cloud Program Start Date. Consequently, Cloud Services Support will also begin at that time. The Customer is responsible for performing its Cloud Services Support obligations as reflected in the Master Terms for the duration of FOC and the remainder of the Cloud Term, as may be extended.

5. Project Governance

Hexagon will assign a Project Manager at the beginning of the Project to act as the primary point of contact at Hexagon for the Customer and provide general oversight and guidance for the Hexagon Project team throughout Project.

To ensure successful delivery of the Project in accordance with the schedule, regular communications and an escalation path are necessary. Typically, all formal communications will occur between the Hexagon Project Manager and the Customer Project Manager. Generally, each Party's Project Manager will have, at minimum, a bi-weekly status conference with one another. On a monthly basis, Hexagon will provide a status report reflecting completed Activities, upcoming Activities, at-risk Activities, other pertinent matters affecting the Project, and, as necessary, an updated Project Schedule. The Customer may propose revisions to the status report and its attachments, but it must do so within five (5) Business Days, otherwise it is final and accepted by the parties.

Finally, on a quarterly basis, or more frequently if deemed necessary by the Parties, the Department Sponsor for Customer, a Hexagon Director or Vice President responsible for operations, and the Customer's Project Managers shall hold a remote executive review meeting to discuss the status of the Project and particular challenges impacting the Project. The two senior officials for both parties shall also serve as the escalation point for disputes arising between the Project Managers.

Projects of this nature involve both Parties performing a variety of Tasks that are dependent upon one another. With that type of relationship and the number of Tasks involved, from time-to-time delays may occur. The Hexagon Project Manager and Customer Project Manager will address and take actions to mitigate such delays, to the extent reasonably possible.

Tasks will be accepted in accordance with the Task Acceptance Process as defined in the Agreement.

The Hexagon Project Manager will manage the Project Schedule and provide copies of it to the Customer as updated. From time to time and outside of the status report process described above, the Project Managers may find an adjustment to the Project Schedule is necessary. If the adjustment is mutually agreeable, the Hexagon Project Manager shall update the Project Schedule and it will become the then current Project Schedule, superseding all prior Project Schedules. The Parties acknowledge that potentially material adjustments to the Project Schedule may need to be addressed through a Change Order due to its impact on other aspects of the Order. Unless otherwise noted between the Project Managers, all Tasks reflected in this SOW are regarded as having completed the Task Acceptance

Process upon Cutover or commencement of a Task for which the earlier Task was a prerequisite as noted within the SOW and/or Project Schedule.

Any provisions particular to Customer's country are specified in Attachment M – Regional Provisions, which shall supersede any conflicting provisions provided in this SOW.

6. Customer Core Team(s)

The Customer shall provide qualified resources to staff the Core Team (described below) to facilitate a successful implementation of OnCall. The Core Team consists of a Customer program manager who is responsible for the Customer's PSAP program activities, an overall Customer project manager who is responsible for the day-to-day coordination of Customer's Project Activities and personnel divided amongst smaller discipline-oriented groups with particular roles and responsibilities appropriate to the discipline. Those subdivided groups are denoted with suggested team member resources below.

Core Team Roles and Responsibilities

Dispatch Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the Public Safety Access Point ("PSAP") user group(s) regarding configuration and use of the OnCall Dispatch solution. The "Dispatch Core Team" should consist of, at a minimum, the following resources with the corresponding qualifications:

- **9-1-1 Call-Taker** – This person intimately understands the process by which emergency calls for service are answered, triaged, created in the current CAD, and sent for dispatch.
- **Law Discipline Radio Dispatcher** – This person intimately understands the structure of the dispatch center, the law enforcement agencies for which it dispatches, and the methods in which dispatching occurs.
- **Fire Discipline Radio Dispatcher** - This person intimately understands the structure of the PSAP, the fire/EMS agencies for which it dispatches, and the methods in which dispatching occurs.
- **Operations Manager/Supervisor** – This person intimately understands the structure of the PSAP and methods for staff supervision, training, and QA/QC.
- **Spokane International Airport Representative**
- **System Administrator (Operational)** – This person is responsible for the operational administration of the OnCall Dispatch system. Managing things like user accounts, permissions, parameter settings, user interface layouts, units, event types, etc.
- **Decision Making Team (Operational)** – This person has authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Dispatch is serving pertaining to the configuration of OnCall. The Spokane Decision Making team will be comprised of:
    - PSAP Director
    - Fire Representative
    - Law Representative

The ideal size of the Dispatch Core Team is six (6) members. Under no circumstances shall the Dispatch Core Team be larger than twelve (12) members.

Mobile Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the field operations user group(s) regarding configuration and use of the OnCall Dispatch mobile solution (OnCall Mobile) including OnCall Dispatch Mobile Responder. The “Mobile Core Team” should consist of, at a minimum, the following resources with the corresponding qualifications:

- **Patrol (2)** – These people are active members of the patrol / operational division of the agency. They are tasked with responding to calls for service, field-initiated activities like traffic stops or inspections, and other duties in patrol / operations. These people should not be technology averse. They should embrace the use of technology and seek to find ways to leverage it to their benefit in their daily duties.
- **Patrol Supervisor**– This person is an active member of the patrol / operational division of the agency and responsible for the day-to-day supervision of a group of patrol members or of a specific station. This person is typically a rank of Sergeant or above in law enforcement, although actual rank structure in agencies may vary.
- **Investigations / Detective**– This person is an active member of the investigations division and has primary responsibility for long-term case work or other investigations.
- **Spokane International Airport Representative**
- **Decision Making Team** – This person has authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Dispatch Mobile Unit or Mobile Responder is serving pertaining to the configuration of OnCall Dispatch mobile products. The Spokane Decision Making team will be comprised of:
    - PSAP Director
    - Fire Representative
    - Law Representative

The ideal size of the Mobile Core Team is six (6) members. Under no circumstances shall the Mobile Core Team be larger than twelve (12) members.

7. Project Assumptions

The following list of assumptions and Customer responsibilities reflect Hexagon's understanding of the Project. Changes in any of the assumptions and Customer responsibilities will affect the scope, Project Schedule, and/or cost of the Project.

Agreement and Schedule Assumptions

- This Cloud Consulting Services Order and the Cloud Program Order have been executed by the Customer, accepted by Hexagon, and the Customer has provided a notice to proceed or written confirmation only the execution of the Orders is necessary to bind the Customer.
- Hexagon and the Customer will review the SOW and determine a mutually agreeable date for the Services to be performed.
- The Customer shall perform its assigned responsibilities as identified within the Initial Project Schedule (Attachment C) and the resulting Project Schedule in the time allotted. If the Customer does not reasonably comply with the Project Schedule, Hexagon is permitted with written notice to suspend its performance on this Project and redeploy its resources on other active projects until the parties determine a mutually agreed upon date to re-start the Project and memorialize any changed circumstances in a Change Order.
- Hexagon will have timely access to the Core Team and other Customer Project staff in accordance with the Project Schedule. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project
- Customer shall assign personnel to the Core Team and ensure they are actively engaged in the Project.
- Any work and effort ascribed to Hexagon in a given Task is confined to that specific Task and may not be used for or applied to any other Task.
- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of Customer's System during working and non-working hours.
- Any Service Request that is set to "NEED MORE INFO" or "RE-TEST" will be automatically closed after ten (10) Business Days if the Customer does not update the SR to promote focus on pressing issues. If the SR is closed and the underlying issue continues, the Customer may re-open the SR.
- Any workshop having a duration of three (3) Business Days or less shall begin no earlier than Tuesday of the week of that workshop and will conclude that same week.
- The Customer shall provide Hexagon with access to all data, documents, plans, reports, diagrams, and analyses reasonably related to the Project or otherwise necessary to facilitate Hexagon's performance of its Activities.
- Unless expressly stated in this SOW, all Documentation, if any, provided by Hexagon under this SOW will be COTS Documentation, and the Documentation will not be customized. All Documentation delivered will be in Hexagon-approved format. Changes to Hexagon-format to accommodate specific Customer requests may be done at Hexagon's discretion and at an additional cost.
- Unless Hexagon and Customer mutually agree otherwise, all Documentation provided by Hexagon will only be provided in electronic format.
- Unless otherwise stated in the Task, all Tasks will be conducted remotely.

- All Hexagon personnel performing remote tasks which require unescorted access will be identified and properly vetted prior to commencement of those remote Activities.
- If the title of a Task includes the name of a Subsystem (e.g., OnCall Dispatch), that Task shall be construed as pertaining only to that Subsystem unless expressly stated otherwise.

Hardware and Software Assumptions

- All Software will be electronically delivered; Cloud Programs will remain in the Cloud Environment.
- Local Software, if any, will be electronically delivered to the Local Environment.
- The Customer shall provide access to its Local Environment to Hexagon for the duration of the Project.
- No Local Software will be delivered during the IOC Phase.
- The Customer shall purchase, install, and test all physical client hardware comprising the Local Environment.
- The Customer will ensure its hardware, operating system software, and other third-party products/environments conform with Attachment E: OnCall Dispatch Specifications and Attachment F: System Configuration Diagram. Deviations from Attachments E and F will not be considered due to the critical nature of the software supported by these systems.
- Hexagon and the Customer will verify the final system hardware configuration to ensure conformance with Attachment F: System Configuration Diagram and Attachment E: OnCall Dispatch Specifications.
- Customer shall purchase all applicable operating systems and software in the Local Environment, including, but not limited to, client workstations, and ensure such operating systems and software meet the minimum requirements as defined in Attachment E Cloud Application System Requirements.
- Customer shall purchase, install, configure, and administer its Network Infrastructure, including, but not limited to, its WAN/LAN and wireless infrastructure. Customer's wireless infrastructure shall meet minimum bandwidth requirements as stated in Attachments E and F.
- Customer shall be responsible for the wired and wireless connectivity between servers/clients and clients/clients and with the Cloud Applications.
- Customer shall be responsible for, and purchase and maintain if necessary, any hardware and/or third-party software necessary for implementing interfaces.
- Except as specified in this SOW, including Attachment A: Pricing Summary, Hexagon is not required to provide any additional Software customizations, custom forms, forms modifications, third-party software, custom interfaces, or custom reports.
- To the extent the Customer desires to use the Dispatch Cloud Program or other deliverables provided herein in a manner or in combination with software or hardware that is not certified or recommended by Hexagon, then the Customer shall be solely responsible for such use. Hexagon shall not be responsible for the correction of any Errors, reduced performance, compromised functionality, or other unintended consequences arising from such use. The Customer also shall not withhold acceptance of any Task or the Cloud Program due to such use.
- Customer has reviewed the SOW and acknowledges and agrees Software Requirements: (i) represents all the functionality required of the System; and (ii) is the only functionality that is required to be delivered under this SOW.

System Access Assumptions

- The Cloud Program shall store data (in either transit or at rest) in the Cloud Environment, which is within Microsoft Azure Government Cloud. Customer is solely responsible for (i) assuring it is permitted by appropriate State agencies to transmit CJI and store data (in either transit or at rest) in the Cloud Environment and (ii) otherwise complying with and ensuring this Project and the Cloud Program to be provided does not violate applicable State CJIS policies.
- Depending upon the Customer's jurisdiction, additional security guidelines and assumptions are provided in Attachment M.
- Customer consents to Hexagon's inspection and use of Customer's data and systems, including, but not limited to, log files and databases, for the limited purpose of providing the Cloud Services and Cloud Consulting Services.
- In addition to tools provided by Microsoft Azure, SecureLink is the remote access solution used by Hexagon. If Customer desires for Hexagon to utilize an alternate method and/or process for remotely working on the Cloud Program, such alternate method and/or process shall be mutually agreed upon prior to this SOW being executed. Such alternate method and/or process may impact the original scope, price, and Project Schedule quoted for this Project, which in turn may require a Change Order to modify.
- As it pertains to the System (including Customer-provided hardware and Network Infrastructure being utilized for the Project), Customer shall provide unrestricted system and VPN access via SecureLink to Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time. The Customer shall provide Hexagon personnel individualized system access credentials and allow Hexagon authorized resources VPN access twenty-four (24) hours a day, seven (7) days a week for the duration of the Project.
- Customer shall provide external VPN access while on-site to access various Hexagon resource libraries.
- After completion of this Project, Hexagon will VPN using SecureLink into the live System only at Customer's request and will follow Customer's required VPN access procedures.

Third-Party Assumptions

- Customer shall schedule and coordinate third-party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests, and support the testing of interfaces, as required. Customer shall schedule and coordinate third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur.
- Customer shall maintain, in good working order, all third-party systems which will integrate with Hexagon software or on which the Hexagon software depends as part of this Project except for the Third-Party Software included as part of the Cloud Program and provided thereunder.
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project.
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs.
- Customer shall be responsible for providing the requisite software licenses to its GIS software to implement it within the Cloud environment.
- Customer is responsible for ensuring its GIS software provider provides all information, support, and cooperation necessary to integrate the Customer's GIS platform with the Cloud Programs.
- Customer shall be exclusively responsible for administering, managing, configuring, provisioning, updating, and supporting its GIS platform utilized for the Cloud Programs.

8. Project Tasks

Project Initiation

Prior to the Kickoff Meeting and after execution of this SOW or Order, the Hexagon Project Manager will contact the Customer Project Manager to identify the Project Start date and coordinate scheduling the Kickoff Meeting. For the Project to be successful, the following initial Activities must be performed before any Tasks occur:

- Customer shall order any on-premise hardware, operating system software, or other third-party software consistent with the requirements set forth in Attachments E and F.
- The Hexagon Project Manager will contact the Customer Project Manager. During this initial contact, the Hexagon Project Manager will:
    - Schedule the kickoff meeting;
    - Identify the Project Start date;
    - Create a detailed agenda describing the goals of the kickoff meeting;
    - Discuss any mitigating factors that could affect the Project (e.g., scheduling conflicts, communication factors, and other risk factors);
    - Schedule a conference call before the kickoff to go over the kickoff agenda;
    - Ensure both Hexagon and Customer have appropriate Subject Matter Experts available for kickoff; and
- Hexagon's Project Manager will prepare kickoff materials.
- Hexagon's Project Manager shall have updated the Initial Project Schedule and provide the draft Updated Initial Project Schedule and sent a copy to the Customer Project Manager for review prior to the Kickoff meeting.

Phase 1 - Initial Operating Capability (IOC)

Planning

1. Project Kickoff Meeting

Task Description

The objective of this Task is to discuss and address questions regarding Project Assumptions, discuss the updated Initial Project Schedule and agree to it at the meeting or shortly thereafter, and all requirements are understood prior to beginning any significant work. A meeting for Project Kickoff will be held after the SOW has been fully executed. The Project Kickoff meeting will be scheduled by each party's Project Manager as part of Project Initiation Activities.

Prior to the Kickoff Meeting and after written acceptance of the Agreement, the Hexagon Project Manager will contact the Customer Project Manager to identify the Project Start date and coordinate scheduling the Kickoff Meeting. The Project Kickoff Meeting shall last no more than one (1) Business Day.

During this Task, the Parties shall confirm the updated Initial Project Schedule as updated by the Hexagon Project Manager. The resulting updated Initial Project Schedule shall be substantially similar in durations as that provided within Attachment C. Prior to the Project Kickoff Meeting Task, the Customer Project Manager shall have reviewed the updated Initial Project Schedule and be in a position to succinctly identify any needed changes understanding material extensions of the Initial Project Schedule may require additional Hexagon Services to be added via a Change Order. Once the list of changes has been made to the updated Initial Project Schedule by the Hexagon Project Manager, the Hexagon Project Manager will thereafter provide the Project Schedule to the Customer Project Manager. From time to time, the Parties' Project Managers may modify the Project Schedule upon mutual written consent or upon transmission of an updated Project Schedule to the Customer Project Manager as part of a status report and the Customer Project Manager offers no objection to the updated Project Schedule within five (5) Business Days thereafter.

At the Project Kickoff Meeting, the Customer shall provide: (i) contact information for all members of its Core Team and Executive/Departmental Sponsor, (ii) proposed alterations to the updated Initial Project Schedule, (iii) contact information for any third-party vendors which OnCall will integrate as contemplated in Attachment H, and (iv) identify to Hexagon any perceived concerns or risks with the Project. During the Project Kickoff Meeting, Hexagon shall provide template COTS Interface Questionnaires for Customer completion prior to required Tasks.

Task Deliverables

- Kickoff meeting agenda
- Project Schedule
- Kickoff meeting minutes, to include identified risks and action items
- COTS Interface Questionnaire
- Dynamo e-learning licenses

Task Prerequisites

- Agreement executed by both Customer and Hexagon.
- Hexagon Project Manager has verbally communicated with the Customer to (i) identify the Project Start date and (ii) coordinate a date for the Project Kickoff Meeting.
- Customer has assigned a Customer Project Manager.

- The Core Team has reviewed this SOW.

Task Assumptions

- The Hexagon Project Manager will conduct the kickoff.
- This task will be conducted on site.
- Some members of the Hexagon Project Team may participate remotely.
- The Dynamo e-learning subscription commences during this Task and lasts for a duration of twelve (12) months from the date issued.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the Project organization, roles, and responsibilities with the Customer;
- Conduct an overview of the Project including a review of the SOW to verify all aspects of the Project approach;
- Review the draft Updated Initial Project Schedule and adjust the Updated Initial Project Schedule as needed and mutually agree upon it with Customer;
- Work with Customer to identify and document any potential Project risks;
- Provide meeting minutes that document risks and action items that affect the Project Schedule, resources, and/or the SOW;
- Inform the Customer of VPN requirements for Project implementation and continued System maintenance;
- Review of delivery methodology;
- Provide the Dynamo e-learning licenses for use by the Customer Core Team;
- Establish status reporting requirements; and
- Provide overview of Standard Interfaces being delivered as part of the Project as identified in Attachment H.

Customer Team Participation and Responsibilities

Customer shall:

- Review the SOW;
- Ensure its Core Teams attend the applicable portions of the Kickoff Meeting;
- Provide SMEs and any other resources as recommended by the Customer and Hexagon Project Managers;
- Provide Hexagon with VPN access and individualized user accounts to Customer's System as appropriate for this Project and continued software maintenance;
- Have previously reviewed the Updated Initial Project Schedule and work with Hexagon to finalize the Updated Initial Project Schedule;
- Provide location and logistical support for Kickoff Meeting; and
- Designate and prepare workspace for Hexagon personnel.

Task Acceptance Criteria

This Task is complete at the conclusion of the Project Kickoff Meeting and delivery of the Project Kickoff meeting minutes to Customer.

2. Detailed Process & Workflow Analysis Workshop

Task Description

The Detailed Process & Workflow Analysis ("Analysis Workshop") is a workshop-style session lasting up to five (5) Business Days and will provide a guidebook for the CAD Team to use as they work to configure the CAD System. The Analysis Workshop is intended to be a structured, interactive engagement with Customer stakeholders to review existing ("as-is") workflows, identify process gaps and improvement opportunities, and define future-state ("to-be") workflows aligned with system capabilities and project objectives. It is important to note that some current Customer workflows may not be applicable to the new CAD Subsystem, and adjustments will have to be made by the Customer's process and procedures to implement the COTS OnCall Dispatch System. During the Analysis Workshop, Hexagon will not be providing instruction on the use of OnCall Dispatch, OnCall Dispatch Mobile Unit and OnCall Dispatch Mobile Responder systems as it is not intended or designed to provide a comprehensive overview or instruction of the Subsystem. Such instruction and training will be provided at later stages of the Project.

Task Deliverables

- Analysis Workshop

Task Prerequisites

- Customer has provided a Facility.
- Project Kickoff Meeting Task is complete.
- Customer Dispatch Core Team is identified.
- Customer Mobile Core Team is identified.
- Customer has collected and or has available necessary operating procedures, policies, plans, and/or information applicable to this Workshop.

Task Assumptions

- Hexagon responsibilities will be executed on site at the Customer Facility;
- This Task will occur the same week as the Project Kickoff Meeting Task.
- The sessions are typically done in seven (7)-hour blocks over (5) days;
- No more than twelve (12) agency personnel may attend;
- Customer stakeholders required for planning activities are available as scheduled;
- Information provided by the Customer during planning is accurate and complete;
- Decisions required to proceed are made within agreed timelines; and
- Planning outputs are based on the contracted scope and stated assumptions.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Develop a high-level agenda and discussion framework for the review sessions;
- Facilitate interactive working sessions with Customer stakeholders to document current-state ("as-is") workflows;
- Analyze and document the operational processes, decision points, handoffs, exceptions, and dependencies; and
- Identify inefficiencies, risks, and areas requiring system support or process change.

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Collect and have ready at the Analysis Workshop all of Customer's documents and information pertaining to its business processes, operating procedures, static data, and workflows;
- Ensure appropriate members of the Dispatch Core Team and Mobile Core Team attend the workshop for the entire Analysis Workshop; and
- Participate in discussions and engage with the Hexagon team member(s).

Task Acceptance Criteria

This Task is complete upon conclusion of the Analysis Workshop.

3. OnCall Dispatch Data Discovery Workshop

Task Description

OnCall Dispatch Data Discovery ("Data Discovery Workshop") is a workshop-style session lasting up to three (3) Business Days that is intended to educate Dispatch and Mobile Core Team members on the features and functionality of OnCall Dispatch to support the collection and importation of data and information that CAD requires to execute its primary functions ("CAD Static Data"). During the Data Discovery Workshop, Hexagon will provide limited instruction on the use of OnCall Dispatch, OnCall Dispatch Mobile Unit and OnCall Dispatch Mobile Responder illustrating how the CAD Static Data elements identified below are utilized in the Subsystem. The Data Discovery Workshop is limited in scope to facilitate upcoming Tasks; it is not intended or designed to provide a comprehensive overview or instruction of the Subsystem. Such instruction and training will be provided at later stages of the Project. By the conclusion of the Data Discovery Workshop, Hexagon shall provide to Customer OnCall Dispatch Static Data Collection Spreadsheet(s) to facilitate Customer's collection of CAD Static Data in subsequent Tasks. The Customer has ten (10) business days to complete the OnCall Dispatch Static Data Collection Spreadsheet(s) and return it to Hexagon.

Task Deliverables

- OnCall Dispatch Static Data collection spreadsheets

Task Prerequisites

- Detailed Process & Workflow Analysis Workshop Task is complete.

Task Assumptions

- Data Discovery Workshop is conducted using a Hexagon-provided default OnCall Dispatch environment.
- Hexagon responsibilities will be executed on site at a Facility by two (2) Hexagon implementers.
- The Data Discovery Workshop shall last no more than three (3) Business Days.
- Customer has provided a Facility.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide limited, focused instruction on the use of OnCall Dispatch, and OnCall Dispatch Administrator, on functional areas that utilize or display the following CAD Static Data elements:
  - Agencies
  - Unit Types (Patrol, Engine, etc.)
  - Units
  - Event Types
  - Disposition Codes
  - Out-of-Service Types
  - Facility Service Types
  - Known Caller Types
  - Special Situation Types
  - Personnel/User Accounts
  - Beats/Station Areas
  - Dispatch Groups
  - Stations (Police Stations, Sub-Stations, Fire Stations, etc.)
  - Number Formats (event, case, etc.)
  - Rotational Services (towing, ambulance, lock smith, etc.)
  - Vehicles
- Provide limited, focused instruction about the OnCall Dispatch deployment model which details how OnCall Dispatch determines responding agencies for events.
- Provide the Customer with Microsoft Excel based data collection spreadsheets ("OnCall Dispatch Static Data Collection Spreadsheets") to be used in assembling the CAD Static Data elements.

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility according to the requirements provided in Task Assumptions;
- Ensure appropriate members of the Dispatch Core Team and Mobile Core Team attend the workshop for the entire Data Discovery Workshop;
- Participate in discussions and engage with the Hexagon team members.

Task Acceptance Criteria

This Task is complete upon conclusion of the Data Discovery Workshop and the delivery of the OnCall Dispatch Static Data Collection Spreadsheets by Hexagon to Customer.

4. COTS Interface Questionnaire Completion

Task Description

Hexagon will provide an interface questionnaire (“COTS Interface Questionnaire”) to the Customer to complete. The Customer shall complete the COTS Interface Questionnaire within five (5) Business Days of receipt (“COTS Interface Review Period”) whereupon Hexagon will be able to install the COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features within the COTS version of the Interface.

The following Interfaces are regarded as the Phase 1 COTS Interfaces (collectively, "Phase 1 COTS Interfaces”):

- ANI/ALI Interface (included with HxGN OnCall Dispatch | Advantage)
- HxGN OnCall Dispatch | Informer to NCIC
- HxGN OnCall Dispatch | Notifications for Email
- HxGN OnCall Dispatch | Fire Link for ESO
- HxGN OnCall Dispatch | CAD Link for Axon RMS
- HxGN OnCall Dispatch | Geocoding for What3Words

The following Interfaces are regarded as the Phase 2 COTS Interfaces (collectively, "Phase 2 COTS Interfaces”):

- HxGN OnCall Dispatch | ProQA Interface
- HxGN OnCall Dispatch | Tracker for radio
- HxGN OnCall Dispatch | PTT for Motorola
- HxGN OnCall Dispatch | CAD Link to SalesForce
- HxGN OnCall Dispatch | CAD Link to Axon my90

For more information on, parameters of, and assumptions underlying the COTS Interfaces, see Attachment H, Interface Descriptions (Collectively, Phase 1 COTS Interfaces and Phase 2 COTS Interfaces are referred to as “COTS Interfaces”).

Only the Phase 1 COTS Interfaces are implemented during Phase 1.

Task Deliverables

- Completed COTS Interface Questionnaires

Task Prerequisites

- Project Kickoff Meeting Task is complete

Task Assumptions

- The Customer will direct its third-party vendors to provide any API or specification documentation required to configure the COTS Interfaces.
- If required, all NDAs between Hexagon and third parties will be executed and current. The Customer will exercise all reasonable efforts to facilitate its third-party vendors reasonable cooperation with this requirement.

- The Customer shall ensure its third-party vendors and/or state agency provide necessary support, cooperation, and information necessary for the configuration, testing, and Cutover of the COTS Interfaces.
- Unless otherwise provided in the Specifications, only COTS versions of the COTS Interfaces will be provided and configured.
- The Customer shall be responsible for underlying requirements pertaining to its third-party systems as described in Attachment H.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review completed COTS Interface Questionnaires.

Customer Team Participation and Responsibilities

Customer shall:

- Promptly review, complete, and submit COTS Interface Questionnaires and provide comments, questions, or approval within the COTS Interface Review Period.

Task Acceptance Criteria

This Task is complete upon Hexagon providing the COTS Interface Questionnaires and reviewing Customer's responses it provided within the COTS Interface Review Period.

5. OnCall Dispatch GIS Requirements Review – Web Conference

Task Description

Over the course of up to one (1) Business Day, Hexagon will present on the following topics during the "OnCall Dispatch GIS Requirements Review":

- Introduction to OnCall Dispatch GIS data requirements (see Attachment K)
- Optional GIS data elements that can be used by OnCall Dispatch

This Task introduces the Customer GIS team to the GIS services the Customer must provide and which OnCall requires in order to function. Those services are, at a minimum an address locator service, a routing service, and a base map display service. Hexagon will also cover the deployment related polygon feature classes required to facilitate the assignment of geographic areas to specific agencies.

This session will use Hexagon-provided GIS data for the purposes of discussion. Hexagon will use its equipment to conduct any demonstrations that may occur. Customer attendance should be limited to GIS professionals with responsibility for the creation and maintenance of Customer GIS data. Up to six (6) Customer personnel may attend. Map content will be provided to the OnCall Dispatch system through map layers and web services to be provided by the Customer.

Task Deliverables

- OnCall Dispatch GIS Requirements Review

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- Appropriate facilities have been identified to support the number of attendees (if co-located), including an LCD projector and a projection screen.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the OnCall Dispatch GIS Requirements Review.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure its GIS/Map Administrator is involved throughout this Task;
- Supply facilities, including an LCD projector and a projection screen;
- Designate and assign no more than four (4) Customer mapping/GIS personnel to attend the entire workshop. Two (2) additional people may attend as observers/auditors; and
- Ensure that all appropriate Customer GIS professionals are sufficiently trained and experienced in GIS fundamentals.

Task Acceptance Criteria

The Task is complete after the OnCall Dispatch GIS Requirements Review is conducted.

6. OnCall Cloud Environment Creation

The objective of this Task is to create and “spin-up” the Customer’s Production Environment for the Dispatch Cloud Program.

The Production Environment will be used by Customer during the Project and serve as the basis for the Cloud Production Environment upon Cloud Cutover. Hexagon will inform the Customer once the applicable Cloud Production Environment for Customer has been created.

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- None

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the Cloud Environment (only Production Environment at this Task) with the Dispatch Cloud Program (excluding Interfaces) identified in the Cloud Program Order, which will be used for subsequent Tasks (Customer is not provided Credentials/License Keys at this time).

Customer Team Participation and Responsibilities

- None.

Task Acceptance Criteria

This Task shall be complete upon creation of the Customer’s Production Environment for the Dispatch Cloud Program.

7. IOC Completion

Task Description

This Task serves as a milestone and culmination of the previous Tasks. It is at this point in the Project that Hexagon has created the Cloud Environment. With the completion of the foregoing Tasks and as part of this Task, Hexagon will host a meeting with the Customer Project Manager to: (i) deliver to Customer the Credentials//License Keys applicable to the Dispatch Cloud Program and identified in the Quote to the Cloud Program Order and (ii) ensure the Customer Project Manager is able to access the Cloud Program with the Cloud Credentials/License Keys ("Credentials Delivery Meeting") through a Windows desktop. The Credentials Delivery Meeting is complete once those two objectives are achieved. Completion of this Task also serves to mark the completion of IOC Phase.

Task Deliverables

- Delivery of Credentials/License Keys for Dispatch Cloud Program included within the Quote
- Customer can login to the Cloud Program using Credentials/License Keys

Task Prerequisites

- OnCall Cloud Environment Creation task is complete.

Task Assumptions

- Customer has necessary hardware, equipment, and Network Infrastructure ready and available to access the Cloud Program
- The Credentials Delivery Meeting is of a limited duration and only intended to cover the two topics specified above.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Host the Credentials Delivery Meeting;
- Deliver Credentials/License Keys for Dispatch Cloud Program;
- Ensure the Customer can log into the Dispatch Cloud Program to confirm connectivity; and
- Address Customer reported issues with accessing the Dispatch Cloud Program.

Customer Team Participation and Responsibilities

Customer shall:

- Attend the Credentials Delivery Meeting;
- Access the Dispatch Cloud Program via the Credentials/License Keys provided during the Credentials Delivery Meeting;
- Report to Hexagon verbally during the Credentials Delivery Meeting whether the Customer can access the Dispatch Cloud Program or identify issues encountered in accessing the Dispatch Cloud Program; and
- If Customer encounters issues in accessing the Dispatch Cloud Program, it will work collaboratively with Hexagon to troubleshoot and address the issue until resolution.

Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Dispatch Cloud Program Credentials/License Keys to Customer and confirmed the Customer is able to access the Dispatch Cloud Program through a Windows desktop.

Phase 1 - OnCall Dispatch Final Operating Capability (FOC)

CAD Staging

8. On Premise Local Software Server Installation and Configuration

Task Description

This Task is for creation and configuration of the On Premise Local Software Server VMs. It includes the creation of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admins groups of the servers to provide the implementers the required access for the rest of the Project.

Task Deliverables

- Server configuration documentation, which consists of a spreadsheet with server names, IPs and passwords utilized, Updated Visio document showing servers, applications installed, and names Task Prerequisites
- Customer must have available virtual environment resources for staging of project VMs.
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager.
    - Not required if Customer is using the Security Access Tool
- Complete the Server name, IP Address and Service account template provided by Hexagon.

Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs.
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager.
    - Not required if Customer is using the Security Access Tool
- Complete the Server name, IP Address and Service account template provided by Hexagon.
- IOC Completion Task is complete.

Task Assumptions

- All work being performed by Hexagon that requires physical access to the equipment will be performed on site, and those tasks that do not require physical access may be performed remotely at Hexagon’s discretion.
- New virtual servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles.
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Import VM Templates to vCenter, create the VMs, assign them the required CPU, memory, and disk space to comply with the OnCall Dispatch Specifications document;
- Assign the IP Addresses to the VMs;
- Join the VMs to the domain;

- Apply current Windows updates if Internet connectivity or access to another repository for updates is available;
- Create and deliver the Server Configuration Documentation; and
- Provide spreadsheet with server names, IPs, and passwords utilized.

Customer Team Participation and Responsibilities

Customer shall:

- Provide domain level credentials for the vCenter server and join servers to the domain;
- Provide assistance with resolving issues related to network connectivity and/or remote access; and
- Answer other configuration questions as needed.

Task Acceptance Criteria

This Task is complete when the Server Configuration Documentation has been delivered to Customer.

9. VPN Connectivity to Cloud Program

Task Description

This task is a shared responsibility between the Customer and Hexagon. The Customer is responsible for the connectivity between the Customer on-premise infrastructure and the Hexagon Azure VPN gateway. The Customer is also responsible for setting up additional site to site tunnels where multiple agencies are involved or other alternatives that will facilitate these types of connections. Hexagon will provide the VPN gateway and will collaborate with the Customer to define acceptable private IPs. The Customer is responsible for ensuring the Customer VPN hardware conforms to the Azure hardware requirements for connecting to their cloud platform.

Task Deliverables

- The ability for the Customer to connect to Azure via VPN is confirmed by accessing the Hexagon OnCall application hosted on Azure through the Customer VPN.

Task Prerequisites

- IOC Phase is complete.

Task Assumptions

- The shared key for the VPN tunnel encryption has been shared between the Customer and Hexagon.
- A meeting will be required to discuss VPN technicalities.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Set up the initial meeting between the Customer IT teams and Hexagon technicians;
- Collaborate with the Customer IT representatives on design connectivity details such as VPN configurations and IP ranges; and
- Provide the OnCall VPN gateway.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure appropriate Core Team members attend and actively participate in VPN connectivity meeting;
- Provide Hexagon with the necessary routing and network access, connectivity details such as VPN configurations and IP ranges from the Customer premise(s) via the Customer VPN to the OnCall VPN gateway; and
- Work with internal Customer stakeholders and internal Customer IT team to design, implement and provide networking capabilities to provide VPN access from the Customer premises to the OnCall VPN gateway.

Task Acceptance Criteria

This Task is complete upon the Customer confirmation of the ability to access the OnCall applications from the Customer premise over the configured VPN tunnel.

10. Phase 1 COTS Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and unit test the Phase 1 COTS Interfaces in the Customer's Development Environment. Hexagon will install the Phase 1 COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features existing within the COTS version of the Phase 1 COTS Interface. To facilitate Hexagon's implementation and configuration of the Phase 1 COTS Interfaces, the Customer shall make available or provide access to all third party software components which are intended to integrate with the Dispatch Subsystem through the Phase 1 COTS Interface(s).

Task Deliverables

- Installation and configuration of the Phase 1 COTS Interfaces which are listed in the COTS Interface Questionnaire Completion Task above.

For more information on the Phase 1 COTS Interfaces, see Attachment H – Interface Descriptions.

Task Prerequisites

- Operation or availability of all external systems or Third-Party Software.
- COTS Interface Questionnaire Completion Task is complete.
- Connectivity to Cloud Program Task is complete (if required).
- On-Premise Local Software Server Installation and Configuration Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 1 COTS Interfaces in the Customer's Development Environment; and
- Unit test interfaces in accordance with the COTS Interface Questionnaires.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity and communication has been achieved from Customer's Communication/Interface server to remote system servers and all other third-party systems (such as Customer message switch(es), State/NCIC, RMS systems etc.);
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases/systems
    - Socket value for remote databases/systems
    - Enter operator IDs (ORIs), terminal mnemonics, etc., as needed by remote databases/systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Phase 1 COTS Interface is installed and configured in accordance with the COTS Interface Questionnaire, and subject to the functionality and features within the COTS version of the Phase 1 COTS Interface.

11. Phase 1 CommSys ConnectCIC Installation

Task Description

During this Task, Hexagon will utilize the CommSys ConnectCIC State Interface middleware product to interface with the state message switch for the following state and national transactions. The CommSys ConnectCIC middleware product will work with the Customer's Informer interface to support the Phase 1 transactions listed below (collectively, the "Phase 1 Transactions").

- Person (In State and NLETS)
  - WA Driver History Query (K)
  - Nlets Driver History Query (KQ)
  - WA Driver License (D)
  - Nlets Driver License (DQ)
  - Wanted Peron Query (QW)
- NCIC Image Query (QII)
- Vehicle (In State and NLETS)
  - WA Vehicle Registration and Stolen Vehicle (RV)
  - Nlets Vehicle Registration (RQ)
  - NCIC Stolen Vehicle (QV)
- Gun by (serial, caliber, make) (QG)
- Article (serial, type) (QA)
- Boat (In State and NLETS)
  - Stolen Boat Query (QB)
  - Hull Number (BH)
  - Registration ID (BR)
  - Nlets Boat Registration (BQ)

HxGN OnCall Dispatch | Informer Interface will support the Phase 1 queries to NCIC (via CommSys ConnectCIC) from Dispatch.

Additional transactions are provided following completion of Phase 1 during Phase 2.

Task Deliverables

- Phase 1 CommSys ConnectCIC setup and installation

Task Prerequisites

- Phase 1 COTS Interface Product Installation and Configuration Task is complete.

Task Assumptions

- Primary agency shall be the Customer.
- The supported transactions include basic queries.
- This Project does not include the development of any new forms, queries, or transactions for Informer unless specifically identified herein.

- First year maintenance for CommSys ConnectCIC shall begin upon Phase 1 Cutover.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Ensure CommSys has installed ConnectCIC State Interface middleware; and
- Work with CommSys to verify the ConnectCIC State Interface middleware product is set up and installed for the Customer agencies listed above.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;
- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide test connections to State/NCIC, as well as other external systems required for the Project;
- Provide live connections to State/NCIC, as well as other external systems required for the Project;
- Enter associated ORI, user credentials (if applicable), and terminal mnemonics;
- Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a Production environment; and
- Test and report any Errors to Hexagon within ten (10) Business Days of installation of ConnectCIC in Customer’s Development Environment.

Task Acceptance Criteria

This Task is complete upon installation of the Phase 1 CommSys ConnectCIC product with the Phase 1 Transactions.

CAD Design

12. OnCall Dispatch Functional Design Document Write-Up

Task Description

As part of this Task, Hexagon will document the outcomes of the Detailed Process & Workflow Analysis Workshop and Data Discovery Workshop into a document titled, “Functional Design Document” (“FDD”) that defines agreed-upon business processes, functional requirements, and outcomes for the solution. This Task begins the process of creating the FDD. Future Tasks will discuss the Customer’s review and finalization of the FDD understanding the final FDD will serve as the exclusive basis and direction for Phase 1 implementation efforts.

Task Deliverables

- First draft of the FDD

Task Prerequisites

- OnCall Dispatch Data Discovery Workshop Task is complete.

Task Assumptions

- Workshop outputs, notes, and artifacts are available to the Vendor.
- The FDD reflects documented decisions and outcomes only; unresolved items will be clearly noted and not be considered as part of the Benchmark Criteria.

Task Exclusions

- Solution configuration or system build redesign
- Technical design specifications beyond the Software Requirements
- Validation of undocumented or post-workshop requirements
- Formal Customer approval or sign-off (covered in later tasks)

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review all materials and notes produced during:
  - Detailed Process & Workflow Analysis Workshop
  - OnCall Dispatch Data Discovery Workshop
- Consolidate workshop outcomes into a structured FDD, including:
  - Current-state and agreed future-state workflows
  - Functional requirements and system behaviors
  - Data elements, data sources, and integration considerations (as identified)
  - Assumptions, constraints, and in-scope functional decisions
  - Open items and decision log (if applicable)
- Produce and deliver a first draft of the FDD for Customer review.

Customer Participation and Responsibilities

Customer shall:

- Be available and responsive for any clarification or workflow questions.

Task Acceptance Criteria

This Task is complete upon delivery of the first draft of the FDD to the Customer.

13. OnCall Dispatch Functional Design Document Review Session

Task Description

The Functional Design Document Review Session is an on-site, collaborative review of the first draft of the FDD. The goal is for Hexagon and the Customer to validate accuracy, confirm understanding, and to capture Customer feedback. This session shall last no more than two (2) Business Days. The session will hosted by Customer at a Facility and each day's Activities will last no more than seven (7) hours each day. Following the session, the Customer shall review and provide feedback on the first draft of the FDD within three (3) days. If the Customer does not respond in the allocated time, the draft of the FDD provided to the Customer at the end of this session shall become final and obviate the requirement for future Tasks pertaining to the finalization of the FDD. The FDD is intended to be limited in scope in order to meet Customer's desired timeline, so Customer shall limit and prioritize its configuration and workflow requests during Phase 1 and the FDD.

Task Deliverables

- Facilitated on-site Functional Design Review session
- Documented feedback and agreed-upon updates to the FDD

Task Prerequisites

- Functional Design Document Write-Up Task is complete.

Task Assumptions

- Customer will provide appropriate business and technical stakeholders for the review.
- Review sessions are limited to validation of documented content.
- Travel and on-site logistics are coordinated per the agreed SOW terms

Task Exclusions

- Net-new requirements not identified during prior workshops
- Configuration, testing, or solution build activities
- Multiple review iterations beyond the single on-site session
- Requests for workflows, configuration, or functionalities exceeding the scope of the Software Requirements for CAD;
- Formal approval or sign-off will be covered in the FDD Finalization and Acceptance Task.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct an on-site review session at the Customer Facility;
- Review the first draft FDD with Customer stakeholders;
- Validate documented workflows, functional requirements, and data assumptions;
- Capture Customer feedback, corrections, and clarification requests; and
- Identify required updates and confirm next steps toward finalization.

Customer Participation and Responsibilities

Customer shall:

- The Customer will provide a Facility;

- Required systems, documentation, and reference materials needed for validation will be available during the review;
- Provide appropriate business, operational, and technical stakeholders with decision-making authority to attend the on-site review session(s);
- Ensure stakeholders are familiar with the first draft of the Functional Design Document prior to the review session;
- Actively participate in walkthroughs of workflows, functional requirements, and data assumptions;
- Review the first draft of the FDD and provide feedback within three (3) Business Days and

Provide consolidated, timely feedback, including:

- Validation of documented requirements
- Identification of inaccuracies or clarifications
- Confirmation of agreed updates.

Task Acceptance Criteria

This Task is complete upon completion of the Functional Design Document Review Session.

14. OnCall Dispatch Functional Design Document Finalization and Acceptance

Task Description

The objective of this Task is to formally memorialize the FDD by incorporating agreed-upon Customer feedback from the on-site Functional Design Review, producing a finalized and internally consistent FDD, and obtaining written Customer acceptance.

The finalized FDD establishes a shared and approved understanding of:

- Business workflows and functional requirements;
- System behaviors and functional scope;
- Data elements and integration considerations identified during discovery; and
- Assumptions, constraints, and dependencies impacting solution delivery

Upon delivery of the updated draft of the FDD to the Customer, the Customer shall have up to five (5) Business Days to accept the FDD or provide written response indicating items that are unacceptable ("FDD Final Review Period"). If the Customer does not perform either action in the FDD Final Review Period, then the latest version of the FDD provided by Hexagon is considered as finalized and accepted. Upon acceptance, the FDD is finalized and becomes the **baseline functional reference** for all downstream project activities for OnCall Dispatch during Phase 1, including static data entry, configuration, testing, training, and Cutover. Any changes requested after finalization of the FDD shall be subject to formal change management and may impact project scope, schedule, and price.

Task Deliverables

- Final FDD to Customer
- Written Customer acceptance of the FDD returned in the FDD

Task Prerequisites

- Functional Design Document Review Session Task is complete.

Task Assumptions

- Feedback provided during the review is consolidated and non-conflicting.
- Acceptance is based on alignment to documented workshop outcomes.
- Any additional scope changes will require a formal change request.

Task Exclusions

- Additional workshops or review sessions
- Functional changes beyond agreed feedback
- Downstream project activities (design, configuration, testing, training, cutover)

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the FDD based on acceptable feedback captured during the on-site review;
- Resolve documented clarification items within the agreed scope;
- Deliver the Final FDD to the Customer; and

- Support a formal acceptance process for the finalized document.

Customer Participation and Responsibilities

Customer shall:

- Review the final Functional Design Document within the FDD Final Review Period;
- Provide consolidated feedback or acceptance within the FDD Final Review Period;
- Ensure that feedback represents a unified Customer position across business, operational, and technical stakeholders;
- Designate authorized Customer representative(s) with approval authority to provide formal acceptance of the FDD; and
- Confirm that the final FDD accurately reflects:
    - Outcomes of the Workflow Analysis and Data Discovery Workshops;
    - Agreed updates from the on-site Functional Design Review; and
    - Documented assumptions, constraints, and dependencies.

Task Acceptance Criteria

This Task is completed once the Customer the FDD is finalized and accepted.

15. Test Plan and Test Cases Development

Task Description

During this Task, Hexagon will create a test plan ("CAD Test Plan") with Test Cases for OnCall Dispatch based on the Functional Design Document (FDD). The CAD Test Plan and Test Cases are essential for the Customer to be able to validate and prove the functionality of the Dispatch Subsystem. Every Benchmark Criteria corresponding to OnCall Dispatch provided for Phase 1 should have at least one Test Case; some Benchmark Criteria may have multiple associated Test Cases. A clear pass/fail criterion must be defined for each Test Case. The Test Plan and Test Cases will be agency-specific, and work-process driven with clearly documented Pass/Fail criteria. Only the elements of the Test Plan and Test Cases conforming with the FDD associated with Phase 1 shall be used in evaluating and testing the Subsystem. The Test Plan is the set of Test Cases that will serve as the basis of testing the fully configured Subsystem, including interfaces.

Task Deliverables

- Customer's CAD Test Plan and Test Cases

Task Prerequisites

- Functional Design Document Finalization and Acceptance Task is complete.

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the CAD Test Plan and Test Cases consistent with the FDD.

Customer Team Participation and Responsibilities

Customer shall:

- Be available to Hexagon to consult on any specific details needed to finalize the Test Plan and Test Cases.

Task Acceptance Criteria

This Task is complete when Hexagon has created the CAD Test Plan and Test Cases in accordance with the FDD.

16. OnCall Dispatch GIS Consulting

Task Description

A central feature of OnCall Dispatch is interoperation and use of Customer provided GIS services within OnCall Dispatch. The Customer may use whichever map provider they choose, subject to Attachment K. The objective of this Task is to collaborate with the Customer's GIS Administrator regarding use of the Customer-provided map services within OnCall Dispatch and management of the source map.

Over the course of up to three (3) consecutive weeks ("GIS Consulting Period") a Hexagon technical resource will host meetings with the Customer GIS Administrator and any other interested Customer SMEs, which in the aggregate shall last no more than twenty-four (24) Business Hours ("GIS Meeting Time"). The OnCall Dispatch GIS Consulting is intended to be a collaborative session and for Hexagon and the Customer GIS Administrator to discuss use of the map services within OnCall Dispatch and management of the map services in the context of OnCall Dispatch. As time permits, the parties can discuss other GIS related topics.

To facilitate a productive session, the Customer GIS Administrator, at a minimum, should have participated in the OnCall Dispatch GIS Requirements Review. The Customer shall also have complied with the mapping requirements prior to this Task.

As a result of the sessions, the Customer's GIS Administrator will have been provided additional insight and information on how to manage and use the map services in connection with OnCall Dispatch. For purposes of clarity, these sessions are not intended to result in configuration or modification of Customer's source map data. The Customer may configure the map services at its discretion up to the commencement of Functional Testing. At the commencement of Functional Testing, the Customer shall refrain from making any modification or configurations to the map services until after System Cutover.

Task Prerequisites

- OnCall Dispatch GIS Requirements Review Task is complete.

Task Assumptions

- The Customer GIS Administrator has sufficient authority to make decisions about the use, configuration, and integration of the source map data.
- Hexagon will not provide training or services specific to Esri software.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the GIS Consulting through a Hexagon technical resource.

Customer Team Participation and Responsibilities

Customer shall:

- Manage and make any desired configurations to the Customer-provided map data; and
- Ensure appropriate GIS resources attend GIS consulting session(s).

Task Acceptance Criteria

This Task is complete upon the earlier of: (i) use of all of the GIS Meeting Time or (ii) end of the GIS Consulting Period.

17. OnCall Dispatch System Data Load

Task Description

The objective of this Task is to load Customer system data into the solution in accordance with the data definitions, mappings, and scope documented in the approved FDD, enabling the CAD Subsystem to support configuration, testing, and downstream implementation activities.

Task Deliverables

- OnCall Dispatch will have foundational data elements to support future project activities.

Task Prerequisites

- IOC Completion Task is complete.
- Functional Design Document Finalization and Acceptance Task is complete.
- OnCall Dispatch GIS Consulting Task is complete.
- Initial GIS services published and configured for use by OnCall Dispatch:
  - Map display
  - Routing
  - Geocoding

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- System Data Load is conducted using the Customer's OnCall Dispatch environment.

Task Exclusions

- Data cleansing, enrichment, or transformation beyond agreed load rules
- Creation or modification of data mappings not defined in the FDD
- Ongoing data maintenance or recurring operational loads
- Production data migration or cutover activities
- Resolution of data quality issues originating from Customer source systems
- Additional data load cycles beyond those explicitly defined in the SOW

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review approved data load requirements as defined in the accepted Functional Design Document
- Perform data load execution in the staging environment with the following static data elements:
  - Agencies
  - Unit Types (Patrol, Engine, etc.)
  - Units
  - Event Types
  - Disposition Codes
  - Out-of-Service Types
  - Special Situation Types
  - Personnel/User Accounts
  - Beats/Station Areas
  - Dispatch Groups
  - Stations (Police Stations, Sub-Stations, Fire Stations, etc.)
  - Number Formats (event, case, etc.)

- Facility Service Types
- Known Caller Types
- Rotational Services (towing, ambulance, lock smith, etc.)
- Vehicles

Task Acceptance Criteria

This Task is complete upon conclusion of System Data Load.

CAD Configuration

18. OnCall Dispatch Initial Configuration

Task Description

The objective of this Task is to configure the solution in accordance with the requirements, workflows, and functional specifications documented in the finalized and accepted FDD for Phase 1, enabling the OnCall Dispatch Subsystem to support defined business processes and readiness for testing activities. Scope of the configuration is limited to the capabilities described in the FDD.

Task Deliverables

- OnCall Dispatch Initial Configuration

Task Prerequisites

- OnCall Dispatch System Data Load Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Configuration scope is limited to what is explicitly documented in the approved FDD.
- Configuration changes resulting from scope changes or post-design decisions will require a formal change request.

Task Exclusions

- Custom development or code-based enhancements
- Configuration beyond the scope set forth in the FDD

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the approved FDD to confirm configuration scope and sequencing
- Configure in-scope system components, which may include (collectively “Initial Configuration”):
  - Business rules and workflows
  - System parameters and setting
  - User roles and security configuration (as defined in the FDD)
  - Reference and configuration-dependent data
- Document configuration decisions and deviations, if any, for Customer awareness;
- Notify the Customer the Initial Configuration is complete.

Customer Participation and Responsibilities

Customer shall:

- Provide timely responses to configuration-related clarification questions
- Participate in periodic configuration checkpoints, if requested
- Review configured functionality during subsequent testing phases

- Except as otherwise advised by Hexagon, refrain from entering or accessing the CAD Subsystem while Hexagon is performing the Initial Configuration
- Confirm that configuration aligns with documented business intent during testing and validation.

Task Acceptance Criteria

This Task is complete upon when Hexagon has completed its Initial Configuration.

19. OnCall Dispatch Configuration Presentation & Workflow Review Workshop

Task Description

The objective of this Task is to present the Customer with the Initial Configuration and to facilitate an on-site review of configured workflows to validate alignment, identify issues, and capture documented feedback prior to testing Activities.

Issues Identified during the workshop will be documented and categorized as follows:

- Clarification
    - Questions or observations where configuration aligns with the FDD, but additional explanation or confirmation is required.
    - No configuration change required.
- Configuration error
    - Configuration does not align with the approved FDD or contains an implementation error.
- Enhancement / Change Request
    - Requests for functionality or behavior not documented in the approved FDD.
    - Considered out of scope and subject to formal change control.
    - Issue categorization does not constitute approval of fixes or changes and is intended solely to support triage and planning.

Task Deliverables

- On-site Configuration Presentation & Workflow Review Workshop (up to 3 days)
- Configuration review summary, including:
    - Reviewed workflows
    - Identified issues or concerns
    - Documented clarification items and next steps

Task Prerequisites

- OnCall Dispatch Initial Configuration Task is complete.

Task Assumptions

- System configuration has been completed in accordance with the approved FDD prior to the workshop
- Workshop duration will not exceed three (3) on-site days
- Review activities focus on validation of configuration against the FDD
- This workshop supports readiness for testing and does not replace formal testing activities

Task Exclusions

- Configuration changes or rework identified during the workshop
- Net-new requirements or functional scope changes
- Additional workshops or review sessions beyond the defined duration
- Testing execution, defect remediation, or production deployment

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct an on-site Configuration Presentation & Workflow Review Workshop at the Customer location, not to exceed three (3) consecutive Business Days
- Present the Initial Configuration, demonstrating:
    - Configured workflows and business processes
    - System behaviors and key functional scenarios
    - Configuration outcomes aligned to the approved FDD
- Walk through end-to-end workflows to confirm functional alignment
- Facilitate structured discussions to:
    - Identify configuration gaps or concerns
    - Capture clarification questions
    - Confirm readiness for testing
- Document identified issues, questions, and agreed follow-up actions to be completed in subsequent Task(s)

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration Review Workshop;
- Actively Participate in discussions and engage with the Hexagon team members;
- Ensure participants are familiar with the approved FDD
- Provide consolidated feedback representing a unified Customer position

Task Acceptance Criteria

This Task is complete upon the conclusion of the Configuration Presentation & Workflow Review Workshop.

20. OnCall Dispatch Final Configuration

Task Description

The objective of this Task is to complete final Subsystem configuration updates by addressing in-scope configuration errors and approved clarifications identified during the Configuration Presentation & Workflow Review Workshop (“Final Configuration”). Excluding Blocker Errors arising during Functional Testing, the, Final Configuration shall reflect the final configuration of the CAD Subsystem for Phase 1 Cutover.

Task Deliverables

- OnCall Dispatch Final Configuration

Task Prerequisites

- OnCall Dispatch Configuration Presentation & Workflow Review Workshop Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Issue categorization has been agreed and documented.
- Configuration updates are limited to approved in-scope items
- This Task finalizes the configurations in anticipation of Functional Testing

Task Exclusions

- The following are explicitly excluded from this Task:
    - Enhancements or change requests
    - Net-new requirements identified during or after the workshop
    - Functional redesign or expansion of scope

Any excluded items will be managed through formal change control.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the configurations and workflows to the CAD Subsystem based upon the accepted feedback documented during the Configuration Presentation & Workflow Review Workshop
- Address in-scope Configuration Defects and approved Clarifications that align with the FDD
- Update system configuration to correct identified misalignments with the approved FDD
- Perform configuration updates in designated non-production environments
- Conduct internal validation to confirm:
    - Configuration aligns with the approved FDD
    - Approved fixes are applied as intended
- Notify Customer the Final Configuration is complete

Customer Participation and Responsibilities

- Provide timely clarification responses when requested
- Review configuration updates during subsequent testing activities

- Acknowledge readiness to proceed into formal testing.

Task Acceptance Criteria

This Task is complete when Hexagon notifies Customer the Final Configuration has been completed.

21. OnCall Dispatch | Mobile Unit Initial Configuration – Law

Task Description

The objective of this Task is to configure the Mobile Unit application in accordance with the requirements, workflows, and functional specifications documented in the finalized and accepted FDD, enabling Mobile Unit to support defined business processes and readiness for testing activities. Scope of the configuration is limited to the capabilities described in the FDD.

Task Deliverables

- OnCall Dispatch | Mobile Unit Initial Configuration

Task Prerequisites

- OnCall Dispatch System Data Load Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Configuration scope is limited to what is explicitly documented in the approved FDD.
- Configuration changes resulting from scope changes or post-design decisions will require a formal change request.

Task Exclusions

- Custom development or code-based enhancements
- Configuration beyond the scope set forth in the FDD

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the approved FDD to confirm configuration scope and sequencing
- Configure Mobile Unit based on the corresponding FDD (“Initial Mobile Configuration”)
- Document configuration decisions and deviations, if any, for Customer awareness
- Notify Customer the Initial Mobile Configuration is complete

Customer Participation and Responsibilities

Customer shall:

- Provide timely responses to configuration-related clarification questions
- Review configured functionality during subsequent testing phases
- Except as otherwise advised by Hexagon, refrain from entering or accessing Mobile Unit while Hexagon is performing the Initial Mobile Configuration
- Confirm that configuration aligns with documented business intent during testing and validation.

Task Acceptance Criteria

This Task is complete when Hexagon has completed its OnCall Dispatch | Mobile Unit Initial Configuration.

22. OnCall Dispatch | Mobile Unit Configuration Presentation & Workflow Review

Task Description

The objective of this Task is to present the Customer with the Initial Mobile Configuration and to facilitate a remote review of configured workflows to validate alignment, identify issues, and capture documented feedback prior to testing Activities.

Issues Identified during the review will be documented and categorized as follows:

- Clarification
    - Questions or observations where configuration aligns with the FDD, but additional explanation or confirmation is required.
    - No configuration change required.
- Configuration Error
    - Configuration does not align with the approved FDD or contains an implementation error.
- Enhancement / Change Request
    - Requests for functionality or behavior not documented in the approved FDD.
    - Considered out of scope and subject to formal change control.
    - Issue categorization does not constitute approval of fixes or changes and is intended solely to support triage and planning.

Task Deliverables

- Remote Mobile Unit Configuration Presentation & Workflow Review Workshop (up to eight (8) hours)
- Configuration review summary, including:
    - Reviewed workflows
    - Identified issues or concerns
    - Documented clarification items and next steps

Task Prerequisites

- OnCall Dispatch | Mobile Unit Initial Configuration Period Task is complete.

Task Assumptions

- System configuration has been completed in accordance with the approved FDD prior to the workshop.
- Workshop duration will not exceed eight (8) hours.
- Review activities focus on validation of configuration against the FDD.
- This workshop supports readiness for testing and does not replace formal testing activities.

Task Exclusions

- Configuration changes or rework identified during the workshop
- Net-new requirements or functional scope changes
- Additional workshops or review sessions beyond the defined duration

- Testing execution, defect remediation, or production deployment

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a remote Mobile Unit Configuration Presentation & Workflow Review Workshop
- Present the Initial Mobile Configuration, demonstrating:
    - Configured workflows and business processes
    - System behaviors and key functional scenarios
    - Configuration outcomes aligned to the approved FDD
- Walk through end-to-end workflows to confirm functional alignment
- Facilitate structured discussions to:
    - Identify configuration gaps or concerns
    - Capture clarification questions
    - Confirm readiness for testing
- Document identified issues, questions, and agreed follow-up actions to be completed in subsequent Task(s)

Customer Participation and Responsibilities

Customer shall:

- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration Review Workshop;
- Actively Participate in discussions and engage with the Hexagon team members;
- Ensure participants are familiar with the approved FDD
- Provide consolidated feedback representing a unified Customer position

Task Acceptance Criteria

This Task is complete upon the conclusion of the Mobile Unit Configuration Presentation & Workflow Review Workshop.

23. OnCall Dispatch | Mobile Unit Final Configuration

Task Description

The objective of this Task is to complete final Subsystem configuration updates by addressing in-scope configuration errors and approved clarifications identified during the Mobile Unit Configuration Presentation & Workflow Review session ("Final Mobile Configuration"). Excluding Errors arising during Functional Testing, the Final Mobile Configuration shall reflect the final configuration of the Mobile Subsystem for Cutover.

Task Deliverables

- OnCall Dispatch | Mobile Unit Final Configuration

Task Prerequisites

- OnCall Dispatch | Mobile Unit Configuration Presentation & Workflow Review Workshop Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Issue categorization has been agreed and documented
- Configuration updates are limited to approved in-scope items
- This task finalizes the configurations in anticipation of Functional Testing

Task Exclusions

- The following are explicitly excluded from this Task:
    - Enhancements or change requests
    - Net-new requirements identified during or after the workshop
    - Functional redesign or expansion of scope

Any excluded items will be managed through formal change control.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the configurations and workflows to the Mobile Subsystem based upon the accepted feedback documented during the Mobile Unit Configuration Presentation & Workflow Review session
- Address in-scope Configuration Defects and approved Clarifications that align with the FDD
- Update system configuration to correct identified misalignments with the approved FDD
- Perform configuration updates in designated non-production environments
- Conduct internal validation to confirm:
    - Configuration aligns with the approved FDD
    - Approved fixes are applied as intended
- Notify Customer the Final Mobile Configuration is complete

Customer Participation and Responsibilities

- Provide timely clarification responses when requested

- Review configuration updates during subsequent testing activities
- Acknowledge readiness to proceed into formal testing.

Task Acceptance Criteria

This Task is complete when Hexagon notifies Customer the Final Mobile Configuration has been completed.

24. OnCall Dispatch | Mobile Responder Initial Configuration – Law

Task Description

The objective of this Task is to configure the solution in accordance with the requirements, workflows, and functional specifications documented in the finalized and accepted FDD, enabling Mobile Responder to support defined business processes and readiness for testing activities. Scope of the configuration is limited to the capabilities described in the FDD.

Task Deliverables

- OnCall Dispatch | Mobile Responder Initial Configuration

Task Prerequisites

- OnCall Mobile Unit Final Configuration Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Configuration scope is limited to what is explicitly documented in the approved FDD.
- Configuration changes resulting from scope changes or post-design decisions will require a formal change request.

Task Exclusions

- Custom development or code-based enhancements
- Configuration beyond the scope set forth in the FDD

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the approved FDD to confirm configuration scope and sequencing
- Configure Mobile Responder based on the corresponding FDD (“Initial Mobile Configuration”)
- Document configuration decisions and deviations, if any, for Customer awareness
- Notify Customer the Initial Mobile Configuration is complete

Customer Participation and Responsibilities

Customer shall:

- Provide timely responses to configuration-related clarification questions
- Review configured functionality during subsequent testing phases
- Except as otherwise advised by Hexagon, refrain from entering or accessing Mobile Responder while Hexagon is performing the Initial Mobile Configuration
- Confirm that configuration aligns with documented business intent during testing and validation.

Task Acceptance Criteria

This Task is complete when Hexagon has completed its OnCall Dispatch | Mobile Responder Initial Configuration.

25. OnCall Dispatch | Mobile Responder Configuration Presentation & Workflow Review

Task Description

The objective of this Task is to present the Customer with the Initial Mobile Configuration and to facilitate a remote review of configured workflows to validate alignment, identify issues, and capture documented feedback prior to testing Activities.

Issues Identified during the review will be documented and categorized as follows:

- Clarification
    - Questions or observations where configuration aligns with the FDD, but additional explanation or confirmation is required.
    - No configuration change required.
- Configuration Error
    - Configuration does not align with the approved FDD or contains an implementation error.
- Enhancement / Change Request
    - Requests for functionality or behavior not documented in the approved FDD.
    - Considered out of scope and subject to formal change control.
    - Issue categorization does not constitute approval of fixes or changes and is intended solely to support triage and planning.

Task Deliverables

- Remote Mobile Responder Configuration Presentation & Workflow Review Workshop (up to eight (8) hours)
- Configuration review summary, including:
    - Reviewed workflows
    - Identified issues or concerns
    - Documented clarification items and next steps

Task Prerequisites

- OnCall Dispatch | Mobile Responder Initial Configuration Period Task is complete.

Task Assumptions

- System configuration has been completed in accordance with the approved FDD prior to the workshop.
- Workshop duration will not exceed eight (8) hours.
- Review activities focus on validation of configuration against the FDD.
- This workshop supports readiness for testing and does not replace formal testing activities.

Task Exclusions

- Configuration changes or rework identified during the workshop
- Net-new requirements or functional scope changes

- Additional workshops or review sessions beyond the defined duration
- Testing execution, defect remediation, or production deployment

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a remote Mobile Responder Configuration Presentation & Workflow Review Workshop
- Present the Initial Mobile Configuration, demonstrating:
    - Configured workflows and business processes
    - System behaviors and key functional scenarios
    - Configuration outcomes aligned to the approved FDD
- Walk through end-to-end workflows to confirm functional alignment
- Facilitate structured discussions to:
    - Identify configuration gaps or concerns
    - Capture clarification questions
    - Confirm readiness for testing
- Document identified issues, questions, and agreed follow-up actions to be completed in subsequent Task(s)

Customer Participation and Responsibilities

Customer shall:

- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration Review Workshop;
- Actively Participate in discussions and engage with the Hexagon team members;
- Ensure participants are familiar with the approved FDD
- Provide consolidated feedback representing a unified Customer position

Task Acceptance Criteria

This Task is complete upon the conclusion of the Mobile Responder Configuration Presentation & Workflow Review Workshop.

26. OnCall Dispatch | Mobile Responder Final Configuration

Task Description

The objective of this Task is to complete final Subsystem configuration updates by addressing in-scope configuration errors and approved clarifications identified during the Mobile Responder Configuration Presentation & Workflow Review session ("Final Mobile Configuration"). Excluding Errors arising during Functional Testing, the, Final Mobile Configuration shall reflect the final configuration of the Mobile Subsystem for Cutover.

Task Deliverables

- OnCall Dispatch | Mobile Responder Final Configuration

Task Prerequisites

- OnCall Dispatch | Mobile Responder Configuration Presentation & Workflow Review Workshop Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Issue categorization has been agreed and documented
- Configuration updates are limited to approved in-scope items
- This task finalizes the configurations in anticipation of Functional Testing

Task Exclusions

- The following are explicitly excluded from this Task:
    - Enhancements or change requests
    - Net-new requirements identified during or after the workshop
    - Functional redesign or expansion of scope

Any excluded items will be managed through formal change control.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the configurations and workflows to the Mobile Subsystem based upon the accepted feedback documented during the Mobile Responder Configuration Presentation & Workflow Review session
- Address in-scope Configuration Defects and approved Clarifications that align with the FDD
- Update system configuration to correct identified misalignments with the approved FDD
- Perform configuration updates in designated non-production environments
- Conduct internal validation to confirm:
    - Configuration aligns with the approved FDD
    - Approved fixes are applied as intended
- Notify Customer the Final Mobile Configuration is complete

Customer Participation and Responsibilities

- Provide timely clarification responses when requested

- Review configuration updates during subsequent testing activities
- Acknowledge readiness to proceed into formal testing.

Task Acceptance Criteria

This Task is complete when Hexagon notifies Customer the Final Mobile Configuration has been completed.

27. OnCall Dispatch Fundamentals for Core Team

Task Description

The OnCall Dispatch Fundamentals for Core Team course is presented directly to Dispatch and Mobile Core Team personnel to provide complete instruction on the use of the OnCall Dispatch, Mobile Unit and Mobile Responder applications as it applies to the FDD. The course shall last no longer than three (3) Business Days. This course is intended to instruct the Dispatch and Mobile Core Teams with the features of OnCall Dispatch, Mobile Unit and Mobile Responder, including event processing and dispatching, map utilization, and inquiries. The following major topics will be reviewed, as applicable:

HxGN OnCall Dispatch | Advantage functions:

- Event Creation and Updates
- Map View Control
- Inquiries
- Messaging
- Recommending and Dispatching Units
- Updating Unit Statuses and Properties

HxGN OnCall Dispatch | Mobile Unit and Mobile Responder functions:

- Accessing the system
- Event Updates
- Unit Status Changes
- Messaging

Task Deliverables

- OnCall Dispatch Fundamentals for Core Team course

Task Prerequisites

- OnCall Dispatch Final Configuration Task is complete.
- OnCall Dispatch | Mobile Unit Final Configuration Task is complete.
- OnCall Dispatch | Mobile Responder Final Configuration Task is complete.
- Completion by Customer attendees of an introductory Microsoft Windows course or equivalent knowledge and familiarity with the Microsoft Windows user interface.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The course shall last no longer than three (3) Business Days.
- Hexagon training materials will not be modified to match the FDD.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct OnCall Dispatch Fundamentals for Core Team course.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate personnel who have attended an introductory MS Windows course, or have comparable education, training, or experience, participate fully and collaboratively in the session;

- Designate the Dispatch and Mobile Core Team members for attendance and ensure those same participants participate in subsequent Dispatch, Mobile Unit and Mobile Responder testing Tasks;
- Provide sufficient copies of the training materials supplied by Hexagon to support all students in the Core Team Training;
- Ensure that all training workstations and servers are operational prior to the agreed start of training classes; and
- Provide internal training to users that are unable to attend the Hexagon-provided training.

Task Acceptance Criteria

This Task is complete upon delivery of the OnCall Dispatch Fundamentals for Core Team course.

28. Phase 1 Standard Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and configure the Standard Interfaces in the Customer's Development Environment.

The following are regarded as "Phase 1 Standard Interfaces" as the term is defined in Attachment H of this SOW:

- CAD to CAD OnCall Dispatch Interface to Tablet Command
- RapidSOS OnCall Call-Taker Interface
- Fire Station Alerting OnCall Interface for Station Alerting
- Dispatch Alerts OnCall Interface for PulsePoint
- Body Worn Camera OnCall Interface for Axon BWC

Task Deliverables

- Documentation of Phase 1 Standard Interfaces installation

Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Cloud Environment Creation Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 1 Standard Interfaces.

Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall Dispatch;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Phase 1 Standard Interface is installed and configured in the Development Environment.

CAD Testing

29. Customer Functional Testing

Task Description

The Customer, with support from Hexagon, will test OnCall Dispatch's conformance with the Benchmark Criteria. The Customer will conduct Functional Testing over the course of five (5) Business Days ("Dispatch Testing Period"). During the Dispatch Testing Period, the Customer shall execute the CAD Test Plan and corresponding Test Cases. Except as expressly provided, no other testing or evaluation pertaining to OnCall Dispatch is contemplated in Phase 1. Customer will document and track the results of each Test Case as either pass or fail and may request Hexagon consultation as necessary during its testing Activity up to ten (10) Business Hours.

Within five (5) Business Days of the end of the CAD Testing Period ("CAD Reporting Period"), the Customer shall file any Blocker Errors and Permissive Errors encountered during Functional Testing – Dispatch through Hexagon's Customer Resource Management (CRM) system. For any Blocker Error identified, the Customer shall provide, at minimum, the following information: a description of the Error and the steps used to reproduce it, the functionality tested when the Blocker Error was encountered, the manner in which the functionality was tested, and the outcome when the functionality was tested. If the Blocker Errors are not filed within the CAD Reporting Period, it is presumed Functional Testing was completed without any Blocker Error, and this Task is complete. Only Blocker Errors reported by the conclusion of the Reporting Period will be resolved as part of this Task. The existence of Permissive Error(s) shall not preclude or be a condition of completion of any subsequent Tasks or implementation of a new Release.

To the extent requested, Customer agrees to promptly respond to requests for additional information regarding the Blocker Error requested by Hexagon. Upon diagnosing the Blocker Error and validating the Error encountered meets the attributes of a Blocker Error, Hexagon resources shall proceed to resolve the Blocker Error accordingly. If the investigation determines the reported Blocker Error did not meet the attributes of a Blocker Error then the reported Error will be reclassified in accordance with the levels provided in the Master Terms Glossary. Alternatively, if the investigation shows the reported Blocker Error was caused by Customer hardware, Network Infrastructure, or Third-Party Software not provided by Hexagon, or non-conformance with Attachments E and F, then Hexagon will provide such information to the Customer for the Customer to resolve and the Blocker Error will be closed and regarded as complete.

As part of its resolution efforts, Hexagon may at its discretion provide a procedural or programmatic work around, a configuration change, or provide an Update. Once the Blocker Error(s) is addressed, Hexagon will report to Customer the Blocker Error has been addressed and the Customer will have five (5) Business Days to execute its Test Plan ("CAD Resolution Testing Period").

After the Functional Testing, Hexagon will enforce a Code Freeze. No configurations or modifications will be allowed to the Subsystem by Hexagon or Customer, except those required to resolve any Blocker Error. Upon addressing Blocker Errors, the Subsystem is a "Production Ready System." A Production Ready System signifies completion of all configuration and joint testing tasks. At this point, Hexagon will enforce a Subsystem-wide Code Freeze. Any System/Subsystem modifications will be handled via Change Order.

Task Deliverables

- OnCall Dispatch Functional Testing
- System Code Freeze

Task Prerequisites

- OnCall Dispatch Final Configuration, Mobile Unit Final Configuration and Mobile Responder Final Configuration are complete.
- OnCall Dispatch Fundamentals for Core Team Task is complete.
- Test Plan and Test Cases Development – OnCall Dispatch Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Verify all applicable software, systems and ancillary systems, including the redundancy of Production system (if applicable), are ready for Functional Testing;
- Provide support during Functional Testing;
- Review Errors filed by the Customer; and
- Resolve Blocker Errors filed by the Customer.

Customer Team Participation and Responsibilities

Customer shall:

- Verify all applicable software, systems and ancillary systems, including the redundancy of Production system (if applicable), are ready for Functional Testing;
- Execute the CAD Test Plan; and
- Track and document results from executed Test Cases and file any Blocker Errors in the CRM system by the end of the CAD Reporting Period.

Task Acceptance Criteria

This Task is complete upon expiration of the CAD Testing Period and resolution of Blocker Errors reported by the end of the CAD Reporting Period.

CAD Training

30. Initial Hexagon-Led Training

Task Description

During the Training phase, Hexagon resources will conduct Train-the-Trainer sessions for Customer-designated personnel.

The following formal training classes are included in the Project ("Hexagon CAD Training Classes"):

- HxGN OnCall Dispatch Train-the-Trainer – Qty: 2
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch | Mobile Responder Train-the-Trainer – Qty: 1

It is recommended that Customer develop its own training program, including, but not limited to: creating a training plan suitable for its needs, identifying a training cadre for each Subsystem, and leveraging the Hexagon training materials and Documentation to ensure its Users have acquired the necessary knowledge and are in a position to use OnCall Dispatch upon Cutover. The Customer is solely responsible for training its Users. The Customer shall complete its User Training no later than thirty (30) calendar days after Hexagon has completed the Hexagon Training Classes ("End User Training Period").

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.
- Customer Functional Testing – OnCall Dispatch Task is complete.

Task Assumptions

- The second OnCall Dispatch | Train-the-Trainer class is included for the City's night shift personnel.
- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon CAD Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon CAD Training Classes;
- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the CAD Mobile End User Training Period.

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon CAD Training Classes to the Customer.

31. Replicate CAD Cloud Environment

Task Description

Up to this point, the Project has focused on creating the Cloud Environment and configuring and testing the Dispatch Cloud Program in the Cloud Production Environment, which was the only Cloud Environment available. Following achievement of a Production Ready System, Hexagon will replicate the Production Ready System in the newly created Cloud Staging Environment and Cloud Development Environment. This Task is intended to be completed within five (5) Business Days prior to scheduled Cloud Cutover.

Task Deliverables

- Replication of Production Ready System in the Cloud Staging Environment and Cloud Development Environment

Task Prerequisites

- Achievement of Production Ready System

Task Assumptions

- This Task is intended to be completed within five (5) Business Days prior to scheduled Cloud Cutover.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Replicate the Production Ready System in the Cloud Staging Environment and Cloud Development Environment.

Customer Team Participation and Responsibilities

- None

Task Acceptance Criteria

This Task is complete when Hexagon has replicated the Production Ready System into the Cloud Staging Environment and Cloud Development Environment.

CAD Cutover

32. CAD Phase 1 Cloud Cutover Plan

Task Description

Hexagon and the Customer will jointly develop a CAD Cloud Cutover Plan. The CAD Cloud Cutover Plan will detail the steps necessary to cutover the Dispatch Cloud Program. The CAD Cloud Cutover Plan will assign tasks and responsibilities to both Hexagon and Customer personnel in the month prior to CAD Cloud Cutover. The CAD Cloud Cutover Plan covers topics including Customer staffing, movement of equipment into final locations, final database cleanout of test events, procedures to report issues, and planned sequence of events for the Cutover day.

Hexagon will provide the initial draft of the CAD Cloud Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Hexagon within five (5) Business Days, which will incorporate appropriate feedback into a final CAD Cloud Cutover Plan.

Task Deliverables

- CAD Cloud Cutover Plan

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create a draft CAD Cloud Cutover Plan (i.e., prepare a checklist of responsibilities and tasks to be completed during the Cutover Task prior to Cutover);
- Work with Customer personnel to refine the CAD Cloud Cutover Plan; and
- Review and approve the final CAD Cloud Cutover Plan.

Customer Team Participation and Responsibilities

Customer shall:

- Review and comment on the draft CAD Cloud Cutover Plan within five (5) Business Days of receipt;
- Work with Hexagon personnel to refine the CAD Cloud Cutover Plan; and
- Review and approve the final CAD Cloud Cutover Plan.

Task Acceptance Criteria

This Task is complete when the Customer has reviewed and approved the final CAD Cloud Cutover Plan.

33. CAD Phase 1 Cloud Program Readiness Review

Task Description

During this Task Hexagon technical resources, the Hexagon Project Manager, and the Customer team will meet and determine if the Dispatch Cloud Program is ready for Cloud Cutover.

In addition, the CAD Cloud Readiness Review verifies that the following has occurred:

- A document titled, “CAD Cloud Cutover Plan” has been developed and approved by both Hexagon and the Customer;
- Establishment and approval of a schedule for CAD Cloud Cutover Activities; and
- Identification and scheduling of Hexagon and Customer resources required for CAD Cloud Cutover Activities.

Task Deliverables

- CAD Cloud Readiness Review meeting minutes
- Discussion notes on the results from Hexagon’s final review of the Dispatch Cloud Program

Task Prerequisites

- CAD Cloud Cutover Plan Task is complete.

Task Assumptions

- The Customer certifies it has trained all personnel who will be utilizing the Dispatch Cloud Program.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a conference call to discuss if the system is ready to perform CAD Cloud Cutover;
- Provide CAD Cloud Cutover notification to appropriate internal and external interface stakeholders supplying systems integral to CAD Cutover operations;
- Review and provide timely feedback/approval of CAD Cloud Cutover Plan; and
- Work with Customer to determine suitable CAD Cutover schedule.

Customer Team Participation and Responsibilities

Customer shall:

- Participate in the conference call;
- Notify internal and external interface stakeholders about pending CAD Cloud Cutover;
- Review and provide timely feedback/approval of CAD Cloud Cutover Plan; and
- Work with Hexagon to determine suitable CAD Cutover schedule.

Task Acceptance Criteria

This Task is complete when the Phase 1 CAD Cloud Readiness Review has been conducted.

34. CAD Phase 1 Cloud Cutover to Production Use

Task Description

CAD Cloud Cutover reflects the culmination of all the CAD Tasks up to this point. It reflects the point at which the Customer first uses the Dispatch Cloud Program in a live environment for its intended purpose. Before CAD Cloud Cutover, the Customer shall have completed the preceding CAD Tasks. CAD Cloud Cutover reflects the point at which the Dispatch Cloud Program has been configured in accordance with the FDD, completed Functional Testing, and the Customer has trained its mobile end users.

The Parties shall execute the Phase 1 CAD Cloud Cutover Plan, as practical, as part of CAD Cloud Cutover. Beginning on Monday of the week of CAD Cloud Cutover, Hexagon resources and the Project Manager will support the Customer's Activities leading to CAD Cloud Cutover, during CAD Cloud Cutover, and post- CAD Cloud Cutover. Except for the day of CAD Cloud Cutover where the resource may be on site at alternate hours, the Hexagon resource will be available Monday to Friday of the week of Cloud Cutover. Upon Cloud Cutover, the Customer's System Administrator will assume primary responsibility of the management and administration of the System, and the Hexagon resources will provide support as needed by the Customer System Administrator. At times where the Hexagon resources are not otherwise available after the Project is complete, the Customer shall contact Hexagon's HelpDesk in accordance with the Maintenance Terms within the Agreement.

Task Deliverables

- Cutover of OnCall Dispatch Cloud Program

Task Prerequisites

- Hexagon has completed the Cloud Security Alliance CAIQ. The completed CAIQ Assessment document contains Hexagon company-confidential information and may not be shared with any other party absent formation of a separate non-disclosure agreement between Hexagon and the party to whom the Customer wants to provide it.
- CAD Cloud Program Readiness Review is complete.
- The End User Training Period is complete.

Task Assumptions

- The Parties have agreed CAD Cloud Cutover can proceed.
- Cutover will take place on the day and time specified in the CAD Cloud Cutover Plan.
- Hexagon will provide resources on site.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Hexagon shall provide technical resource(s) to support Cutover during the week of CAD Cloud Cutover.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure availability of trained Users;
- Ensure availability of Core Team during CAD Cloud Cutover Activities;
- Assume System Administration and management for the System upon Cutover;

- Ensure availability of all IT disciplines necessary to immediately address issues as necessary; and
- Ensure availability of member(s) of the training cadre during all shifts.

Task Acceptance Criteria

This Task is complete upon Phase 1 Cloud Cutover of the Dispatch Cloud Program.

35. CAD Phase 1 Post-Cutover Support (Week 2 and 3)

Task Description

During this Task, Hexagon resources will provide Post-Cutover support to Customer. The "Post-Cutover Support Period" is the ten (10) Business Days beginning the Monday following Phase 1 Cloud Cutover. It is designed to provide the Customer with dedicated, quickly accessible support for questions and Errors encountered in the ten (10) Business Days following the Cutover to Production use of the new System.

During this Task, Hexagon resources will be assigned Errors that are filed by the Customer against the new System. Hexagon resources will work to identify and address the Errors reported, understanding the Errors will be triaged based upon their severity during the Post Cutover Support Period. Errors remaining after the Post Cutover Support Period will be addressed by the Help Desk. Errors reported outside of Business Hours will be addressed in accordance with the maintenance provisions of the Agreement.

The Post-Cutover Support Period is not a configuration period. Requests for new configurations that are not related to addressing an Error will not be supported during this time frame. This is done to ensure the stability of the System delivered and that focus remains on Errors and to minimize the introduction of new opportunities for errors or problems.

Task Deliverables

- Task Completion Form confirming that Post-Cutover Support has been provided in accordance with SOW Post-Cutover Support task description

Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- Post-Cutover Support is provided Monday-Friday during normal Business Hours. Standard after-hours emergency support procedures, defined in the Cutover Plan, remain the same for the duration of this Task.
- The first five (5) days of the Post-Cutover Support Period will be conducted on site.
- Errors will be reported via Hexagon's designated CRM tool.
- The Customer System Administrator remains the primary point of contact and initial troubleshooting point of contact for all issues during this Task.
- The Customer System Administrator maintains responsibility for core system administration tasks.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide ten (10) Business Days of Post-Cutover support in accordance with this SOW; and
- Address Errors within the Post Cutover Support Period.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure Errors are recorded in Hexagon's CRM tool in a timely manner and in accordance to the mutually agreed upon Project Schedule.

Task Acceptance Criteria

This Task is complete when the Phase 1 Post-Cutover Support Period has expired.

Phase 2

The following Tasks shall commence only after CAD Cloud Cutover is complete as provided in Task 34.

36. CommSys ConnectCIC Surrounding States Data Mining

Task Description

In addition to the functions described in the CommSys ConnectCIC Installation Task in Phase 1, the CommSys ConnectCIC middleware product will work with the Customer's Informer interface to data mining for certain in-state and out-of-state responses related to vehicles and person. ConnectCIC Real-time Data Mining (both in-state and out-of-state) is intended to parse certain person and vehicle query responses for key information to support the end-user presentation of the response and supplemental reporting functions. Out-of-state response data mining is limited to the following states:

- OR
- ID

Hexagon agrees to provide data mining for each specified state when production-quality data is available, within sixty (60) calendar days after Cutover ("Surrounding States Parsing Period"). After the Surrounding States Parsing Period, as samples of data are available, they will be handled through the support process under an active maintenance agreement.

Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Work with CommSys to provide NIets data mining for the surrounding states as defined above.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;
- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide production-quality response data;
- Provide live connections to State/NCIC required for the Project;

Task Acceptance Criteria

This Task is complete upon the expiration of the Surrounding States Parsing Period.

37. Configure Phase 2 Additional Transactions Access for CommSys ConnectCIC

Task Description

The Customer will utilize the CommSys ConnectCIC State Interface middleware product installed as part of Phase 1 to interface with the state message switch for the following Phase 2 state and national transactions. As part of this Task Hexagon will configure the existing interface installed at Customer's facility to accommodate for the Phase 2 transactions. The existing transactions within the ConnectCIC application provided in Phase 1 are listed in Task 11. The Phase 2 transactions to be supported in this Task are listed below (collectively, "Phase 2 Transactions"):

- Person (In State and NLETS)
    - WA Driver License (All State Supported Fields) (D)
    - Missing Person Query (QM)
    - Protection Order Query (QPO)
    - Sex Offender Query (QXS)
    - Supervised Release Query (QW)
    - Unidentified Person Query (QU)
    - Wanted Person Query (QW)
- Hazmat (MQ)
- Administrative Message (AM)
- Canadian Queries
    - Person Driver's License/Want (WQ, UQ)
    - Vehicle Registration/Want (VQ, XQ)
    - Boat by License, Hull, Registration (CBQ)
    - Gun by Serial (CGQ)
    - Article by Serial (CAQ)
- Nlets Query by Free Text (AQ)
- Secondary Person (Nested Query)
- Surrounding States Parsing
- Criminal History
    - Query W3 Criminal History (QH)
    - Query Criminal History for Identification (QI)
    - Query NCIC Criminal History Record (QR)
    - Query Criminal History and WACIC Persons File (QWH)
    - Nlets Full Record Query (FQ)
    - Nlets Identity Query (IQ)
- Additional transactions requested:
    - Enter, Modify, Locate, Cancel, Clear

- Person
  - Missing Person Cancel (XM)
  - Missing Person Clear (CM)
  - Missing Person Entry (EM)
  - Missing Person Modify (MM)
  - Missing Person Locate (LM)
  - Missing Person Supplemental Cancel (XMN)
  - Missing Person Supplemental Entry (EMN)
  - Missing Person With Information Cancel (XMP)
  - Missing Person with Information Entry (EMP)
  - Missing Person with Information Modify (MMP)
  - Wanted Person Cancel (XW)
  - Wanted Person Clear (CW)
  - Wanted Person Detainer Cancel (XDW)
  - Wanted Person Detainer Entry (EDW)
  - Wanted Person Detainer Modify (MDW)
  - Wanted Person Entry (EW)
  - Wanted Person Fraudulent Supplemental Cancel (XNS)
  - Wanted Person Fraudulent Supplemental Entry (ENS)
  - Wanted Person Locate (LW)
  - Wanted Person Modify (MW)
  - Wanted Person Supplemental Cancel (XN)
  - Wanted Person Supplemental Entry (EN)
- Vehicle
  - Stolen Vehicle Clear (CV)
  - Stolen Vehicle Cancel (XV)
  - Stolen Vehicle Entry (EV)
  - Stolen Vehicle Locate (LV)
  - Stolen Vehicle Modify (MV)
- Plate
  - Stolen Plate Cancel (XL)
  - Stolen Plate Clear (CL)
  - Stolen Plate Entry (EL)
  - Stolen Plate Locate (LL)
  - Stolen Plate Modify (ML)
- Gun

- Stolen Gun Cancel (XG)
- Stolen Gun Clear (CG)
- Stolen Gun Entry (EG)
- Stolen Gun Locate (LG)
- Stolen Gun Modify (MG)

- Article
  - Stolen Article Cancel (XA)
  - Stolen Article Clear (CA)
  - Stolen Article Entry (EA)
  - Stolen Article Locate (LA)
  - Stolen Article Modify (MA)
- Boat
  - Stolen Boat Cancel (XB)
  - Stolen Boat Clear (CB)
  - Stolen Boat Entry (EB)
  - Stolen Boat Locate (LB)
  - Stolen Boat Modify (MB)

HxGN OnCall Dispatch | Informer Interface will support the queries to NCIC (via CommSys ConnectCIC) from Dispatch and Mobile Unit.

Task Deliverables

- Customer will be able to access additional Phase 2 transactions with CommSys ConnectCIC

Task Prerequisites

- Static Data Load Task is complete

Task Assumptions

- Primary agency shall be the Customer.
- The supported transactions include basic queries.
- This Project does not include the development of any new forms, queries, or transactions for Informer unless specifically identified herein.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Work with CommSys to verify the ConnectCIC State Interface middleware product is set up for the Phase 2 transactions listed above.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting

and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;

- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide test connections to State/NCIC, as well as other external systems required for the Project;
- Provide live connections to State/NCIC, as well as other external systems required for the Project;
- Enter associated ORI, user credentials (if applicable), and terminal mnemonics;
- Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a Production environment; and

Task Acceptance Criteria

This Task is complete upon setup of the CommSys ConnectCIC product for Phase 2 Transactions.

38. Custom Interface Requirements Gathering

Task Description

During this Task, Hexagon and Customer will meet via conference call to validate the assumptions and design of each Custom Interface identified below and consistent Attachment H (Interface Descriptions). This Custom Interfaces Requirements Gathering workshop is intended to contain a series of discussions to validate the requirements and assumptions underlying the Custom Interfaces. These sessions should include third-party vendors where appropriate. During the sessions, the specific workflow and data requirements for each of the interfaces listed below will be discussed in detail.

The information obtained in combination with the information in Attachment H will be used to develop an Interface Control Document for each Custom Interface. If the assumptions reflected in Attachment H materially change, a Change Order may be appropriate. The ICDs will become the foundation for the Custom Interface development by Hexagon. Once an ICD is mutually approved, it should only be modified through a Change Order. The Customer shall not make any changes to and shall take appropriate actions to prevent its third-party vendor from making substantive changes to the third-party software that is the subject of a Custom Interface once that Custom Interface's respective ICD has been finalized.

The following are regarded as "Custom Interfaces" as the term is defined in Attachment J of this SOW:

- Query Axon RMS
- NG911 (Carbyne)

For descriptions and assumptions regarding each Custom Interface listed above, please see Attachment H: Interface Descriptions.

As it pertains to the development of the ICD, the parties shall follow the following process. After the Customer provides the necessary information regarding the Custom Interface, Hexagon will prepare a draft ICD for each Custom Interface. Hexagon will then provide the initial draft ICD to the Customer for its review. The Customer shall review the draft ICD and provide any feedback or comments within ten (10) Business Days. As appropriate, Hexagon will incorporate the feedback into the ICD or advise the Customer why certain requests could not be included (e.g. the request conflicted with Attachment H) and finalize the ICD. Hexagon will provide the finalized ICD to the Customer for its written acknowledgement. The Customer will provide a response within three (3) Business Days from Hexagon providing the finalized ICD.

Task Deliverables

- Workshop meeting minutes, to include notes on the specific workflow and data requirements for each custom interface proposed
- ICD documents

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- The Customer will coordinate interactions with the third-party vendors, including obtaining and providing any API or specification documentation required to develop the proposed interfaces.
- If required, all NDAs between Hexagon and third parties will be executed and current. Customer is responsible for facilitating its third-party vendors reasonable cooperation with this requirement.

- The Customer is responsible for obtaining cooperation and information from its third-party vendors and/or state agency as reasonably necessary for the development, testing, and cutover of the interfaces.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Lead the interface requirements gathering process and track outstanding items requiring resolution;
- Confer with Customer and third-party points of contact to gather information required to develop ICDs;
- Validate the third-party points of contact are appropriate sources of information necessary to develop ICD;
- Mutually agree with the third-party vendors on the operational and technical interface requirements;
- Gather all available interface data detailed schema, protocols, and specifications, as needed;
- Prepare draft ICDs and submit to Customer for feedback;
- Incorporate Customer feedback into draft ICDs;
- Finalize ICDs for Customer review and approval; and
- Manage the approved ICDs consistent with the change control process.

Customer Team Participation and Responsibilities

Customer shall:

- Identify and set up appropriate facilities;
- Provide points of contacts who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which the Custom Interfaces will interact;
- Provide or have available all necessary information during the workshop to facilitate the creation of the ICD;
- Promptly review all draft ICD submissions and provide comments, questions, or approval within ten (10) Business Days of receipt; and
- Agree to and sign the ICDs before any development work can begin. Failure to approve in a timely manner may impact Project Schedule and incur additional cost.

Task Acceptance Criteria

This Task is complete upon completion of all ICDs and execution of the ICDs by both Hexagon and the Customer.

39. Custom Interface Development

Task Description

During this Task, Hexagon will develop the Custom Interfaces based upon the ICDs that were created from the Custom Interface Requirements Gathering Task.

Task Deliverables

- Custom Interface documentation

Task Prerequisites

- Custom Interface ICDs have been executed by each Party.

Task Assumptions

- Any changes to a third-party interface developed by Hexagon that will alter the agreed-upon ICD will have to be reflected in a mutually executed document, which may include a Change Order.
- Development of the Custom Interface shall not commence until the signed/approved ICD is returned to Hexagon. Failure to approve in a timely manner may impact project schedule and incur additional cost.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Develop the Custom Interfaces based upon the ICD.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available as needed; and
- Obtain third-party cooperation as reasonably requested by Hexagon.

Task Acceptance Criteria

This Task is complete when all Custom Interfaces are developed.

40. Custom Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install, configure, and test the Custom Interfaces. Although the Customer is expected to participate in Hexagon's internal testing of the Custom Interfaces, the Customer will formally test the Custom Interfaces' functionality during Functional Testing.

Task Deliverables

- Documentation of Custom Interfaces installation/testing

Task Prerequisites

- Operation or availability of the external system or Third-Party Software.
- Custom Interface Development Task is complete.
- OnCall Dispatch Configuration Consulting 1 Task is complete.
- VPN Connectivity to Cloud Program Task is complete.
- On-Premise Local Software Server Installation and Configuration Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Custom Interfaces; and
- Test Custom Interfaces in accordance with the approved ICDs.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Custom Interface is installed and configured in accordance with the applicable ICD.

41. Phase 2 COTS Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and unit test the Phase 2 COTS Interfaces in the Customer's Development Environment. Hexagon will be able to install the Phase 2 COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features existing within the COTS version of the Phase 2 COTS Interface. To facilitate Hexagon's implementation and configuration of the Phase 2 COTS Interfaces, the Customer shall make available or provide access to all third party software components which are intended to integrate with the Dispatch Subsystem through the Phase 2 COTS Interface(s).

Task Deliverables

- Installation and configuration of the Phase 2 COTS Interfaces which are listed in the COTS Interface Questionnaire Completion Task above.

For more information on the Phase 2 COTS Interfaces, see Attachment H – Interface Descriptions.

Task Prerequisites

- Operation or availability of all external systems or Third-Party Software.
- COTS Interface Questionnaire Completion Task is complete.
- Connectivity to Cloud Program Task is complete (if required).
- On-Premise Local Software Server Installation and Configuration Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 2 COTS Interfaces in the Customer's Development Environment; and
- Unit test interfaces in accordance with the COTS Interface Questionnaires.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity and communication has been achieved from Customer's Communication/Interface server to remote system servers and all other third-party systems (such as Customer message switch(es), State/NCIC, RMS systems etc.);
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases/systems
    - Socket value for remote databases/systems
    - Enter operator IDs (ORIs), terminal mnemonics, etc., as needed by remote databases/systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and

- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Phase 2 COTS Interface is installed and configured in accordance with the COTS Interface Questionnaire subject to the functionality and features within the COTS version of the Phase 2 COTS Interface.

42. Phase 2 Standard Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and configure the Phase 2 Standard Interfaces in the Customer's Development Environment.

The following are regarded as "Phase 2 Standard Interfaces:":

- CAD to CAD OnCall Dispatch Interface to Logis
- External Alarms OnCall Dispatch Interface for ASAP to PSAP
- External Alarms OnCall Dispatch Interface for Prepared911 (AI Call Triage)
- Dispatch Alerts OnCall Interface for Axon Fusus
- Dispatch Alerts OnCall Interface for Prepared911
- PLT Radio OnCall Interface for Motorola

As part of this Task, Hexagon will provide consulting services to advise Exacom on how to use RestAPI to pull the data they require.

Task Deliverables

- Documentation of Phase 2 Standard Interfaces installation

Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Cloud Environment Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 2 Standard Interfaces.

Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall Dispatch;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Phase 2 Standard Interface is installed and configured in the Development Environment.

43. CAD to CAD to SREC Installation and Configuration

Task Description

During this Task, Hexagon will install and configure the CAD to CAD Interface to SREC in the Customer's Development Environment.

The following is regarded as "CAD to CAD Interface to SREC":

- CAD to CAD OnCall Dispatch Interface to SREC

Task Deliverables

- Documentation of CAD to CAD Interface to SREC installation

Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Cloud Environment Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- This Task is dependent upon Cutover of the SREC CAD System. If for any reason the date of cutover for that CAD system extends beyond the planned date, the delivery of this interface and functionality will also be impacted and cause extension of the overall project.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install CAD to CAD Interface to SREC.

Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall Dispatch;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when the CAD to CAD Interface to SREC is installed and configured in the Development Environment.

44. CAD Reassessment

Task Description

As the Customer becomes more experienced with OnCall Dispatch, it is common for requests to arise that could be solved with new configuration, additional software products, or changes in workflow. However, the Customer often does not have the expertise or time to perform these types of analysis on their own.

The CAD Reassessment is a three (3) Business Day onsite collaborative workshop where the Parties will discuss and collaborate on the following, which may lead to additional configuration changes:

- Configuration and workflow reviews
- Configuration updates for new functionality
- Best practices for system administration and system maintenance

Topics of the CAD Reassessment will be identified through communications and direct meetings with Customer representatives from all aspects of the system, including end users and system administrators. Hexagon will also observe operations as needed. From these observations, recommendations will be made for modifications or additions to configurations, workflow adjustments that could be made to operations, or training that might benefit the users or system administrators. Additional services as a result of CAD Reassessment recommendations will be quoted as needed upon request.

Following the CAD Reassessment, Hexagon will provide up to five (5) additional days of remote configuration services (“Follow-up CAD Reassessment Period”). Configuration changes will be agreed upon with the Customer and only completed if time allows during the on-site and Follow-up CAD Reassessment Period. Configurations not completed by the end the Follow-up CAD Reassessment Period may be performed by the Customer following Cutover of Phase 2 and shall not be a condition of cutover of Phase 2.

Task Deliverables

- Three (3) Day On-site CAD Reassessment
- Remote CAD Reassessment follow-up

Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- Customer shall assign appropriately qualified personnel to the Core Teams and ensure they are actively engaged in the Project.
- The Customer shall provide Hexagon with access to all data, documents, plans, reports, diagrams, and analyses reasonably related to the Project or otherwise necessary to facilitate Hexagon’s performance of its Activities.
- All Hexagon personnel performing remote Activities will be identified and properly vetted prior to commencement of those remote Activities.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the CAD Reassessment

- Provide assistance during the CAD Reassessment Follow-up Period

Customer Team Participation and Responsibilities

Customer shall:

- Ensure appropriate adequate work area is made available, and time is scheduled for observations on the Communications floor; and
- Identify appropriate personnel to participate and ensure schedules align.

Task Acceptance Criteria

This Task is complete upon the conclusion of the CAD Reassessment Follow-up Period.

45. OnCall Dispatch | Smart Advisor Workshop 1

Task Description

Hexagon will provide limited instruction on the use of OnCall and Smart Advisor and the use of the Smart Advisor configuration tools. All workshop Activities will occur in the Development Environment.

The Smart Advisor base package includes the following agents:

- HxGN Connect | Smart Advisor Incident Agents
- HxGN Connect | Smart Advisor Unit Agents

Task Deliverables

- Smart Advisor Workshop 1

Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- Customer attendees are familiar with OnCall Dispatch.
- Each Customer attendee will have access to their own Project Workstation.
- The Smart Advisor Workshop shall last no more than one (1) Business Day.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide limited, focused instruction on the use of OnCall Dispatch and Smart Advisor Agents on functional areas such as:
    - Fine-tuned alerts and notifications

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate members of the Dispatch Core Team attend the workshop; and
- Participate in discussions and engage with the Hexagon team member.

Task Acceptance Criteria

This Task is complete upon conclusion of the Smart Advisor Workshop 1.

46. OnCall Dispatch Offline Installation and Configuration

Task Description

The OnCall Dispatch Offline product allows the dispatcher to collect basic event data, such as caller, unit assignment, and event comments if a network becomes unavailable. Offline CAD also provides the ability to upload the collected data to OnCall Dispatch when network connectivity is regained.

As part of this Task, Hexagon will install and configure OnCall Dispatch Offline. The Customer will formally test functionality during Functional Testing Task.

Task Deliverables

- OnCall Dispatch Offline installation and configuration

Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- The OnCall Dispatch Offline application client is installed on premise on individual dispatch workstations.
- Hexagon will install Offline on up to twenty-four (24) workstations.
- OnCall Dispatch Offline will not have connections to the production instance of Interfaces and Mobile Unit/Mobile Responder due to the production network being unavailable.
- OnCall Dispatch Offline requires a license of SQL Lite, which is included in the installation.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide installation and configuration services for the following in OnCall Dispatch Offline:
    - Event Creation
    - Event Remarks/Comments
    - Caller Information
    - Unit Status Change
    - Synchronization Options:
        - How often online static data is updated for items such as picklists event types, units, unit definitions, last unit status
        - Offline events with the production system when available

Customer Participation and Responsibilities

Customer shall:

- Provide a list of all workstations where the OnCall Dispatch Offline application client will be installed;
- Ensure SMEs are available to support Hexagon Activities as needed; and
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task.

Task Acceptance Criteria

This Task is complete once Hexagon has installed OnCall Dispatch Offline on up to 24 workstations and configured the capabilities identified above.

47. OnCall Analytics Cloud Environment Creation

Task Description:

The objective of this Task is to create and “spin-up” the Customer’s Production Environment for the Analytics Cloud Program.

The Production Environment will be used by Customer during the Project and serve as the basis for the Cloud Production Environment upon Cloud Cutover. Hexagon will inform the Customer once the applicable Cloud Production Environment for Customer has been created.

Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- None

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the Cloud Environment (only Production Environment at this Task) with the Analytics Cloud Program identified in the Cloud Program Order, which will be used for subsequent Tasks.

Customer Team Participation and Responsibilities

- None.

Task Acceptance Criteria

This Task shall be complete upon creation of the Customer’s Production Environment for the Analytics Cloud Program.

48. OnCall Analytics | Dispatch Training

Task Description

During this Task, Hexagon will train end users and system administrators on HxGN OnCall Analytics | Dispatch.

The OnCall Analytics User Training will provide instruction on accessing, viewing, and creating reports from the OnCall Analytics Report portal. It will also provide an overview of the delivered reports and data models. The delivered report provides out-of-the box access to key performance metrics while the data models provide an easy and powerful way for users to ask their own questions of the data and create new reports.

The OnCall Analytics System Administrator Training is designed for system administrators, to provide instructions on the setup, site-specific configurations, and administrative tasks needed to maintain the OnCall Analytics Dispatch product.

Task Deliverables

- HxGN OnCall Analytics | Dispatch User Training (Qty: 1)
- HxGN OnCall Analytics | Dispatch System Administrator Training (Qty: 1)

Task Prerequisites

- OnCall Analytics Cloud Environment Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.
- The attendees are familiar with Microsoft Windows-based applications, administrative tasks, and agency workflows.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Both training courses are intended to be conducted the same week.
- The User Training will last for a maximum of two (2) Business Days and is provided for a maximum of six (6) attendees.
- The System Administrator Training will last for a maximum of one (1) Business Day and is provided for a maximum of four (4) attendees.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide the OnCall Analytics User and System Administrator Training sessions.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety; and
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes.

Task Acceptance Criteria

This Task is complete when Hexagon has delivered both the OnCall Analytics Dispatch User Training and System Administrator Training.

49. Phase 2 Hexagon-Led Training

Task Description

As part of Phase 2, Hexagon will conduct Administrative sessions for Customer-designated personnel.

The following formal training classes are included in the Project ("Final Hexagon CAD Training Classes"):

- HxGN OnCall Dispatch System Administrator Training – Qty: 1

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Final Hexagon CAD Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.
- CAD Cloud Cutover to Production Use Task is complete.

Task Assumptions

- Training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Final Hexagon CAD Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Final Hexagon CAD Training Classes;
- Ensure appropriate personnel participate in the Hexagon Training Courses; and

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the HxGN OnCall Dispatch System Administrator Training courseto the Customer.

50. CAD Phase 2 Cloud Cutover Plan

Task Description

Hexagon and the Customer will jointly develop a CAD Phase 2 Cloud Cutover Plan. The CAD Phase 2 Cloud Cutover Plan will detail the steps necessary to promote Interfaces, Smart Advisor, and OnCall Analytics to the Production Environment. The CAD Phase 2 Cloud Cutover Plan will assign tasks and responsibilities to both Hexagon and Customer personnel in the month prior to CAD Phase 2 Cloud Cutover. The CAD Phase 2 Cloud Cutover Plan covers topics including Customer staffing, movement of equipment into final locations, final database cleanout of test events, procedures to report issues, and planned sequence of events for the Cutover day.

Hexagon will provide the initial draft of the CAD Phase 2 Cloud Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Hexagon within five (5) Business Days, which will incorporate appropriate feedback into a final CAD Phase 2 Cloud Cutover Plan.

Task Deliverables

- CAD Phase 2 Cloud Cutover Plan

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create a draft CAD Phase 2 Cloud Cutover Plan (i.e., prepare a checklist of responsibilities and tasks to be completed during the Cutover Task prior to Cutover);
- Work with Customer personnel to refine the CAD Phase 2 Cloud Cutover Plan; and
- Review and approve the final CAD Phase 2 Cloud Cutover Plan.

Customer Team Participation and Responsibilities

Customer shall:

- Review and comment on the draft CAD Phase 2 Cloud Cutover Plan within five (5) Business Days of receipt;
- Work with Hexagon personnel to refine the CAD Phase 2 Cloud Cutover Plan; and
- Review and approve the final CAD Phase 2 Cloud Cutover Plan.

Task Acceptance Criteria

This Task is complete when the Customer has reviewed and approved the final CAD Phase 2 Cloud Cutover Plan.

51. CAD Phase 2 Cloud Program Readiness Review

Task Description

During this Task Hexagon technical resources, the Hexagon Project Manager, and the Customer team will meet and determine if the Dispatch Cloud Program is ready for promotion of Interfaces, Smart Advisor, and OnCall Analytics to the Production Environment.

In addition, the CAD Phase 2 Cloud Readiness Review verifies that the following has occurred:

- A document titled, “CAD Phase 2 CAD Cloud Cutover Plan” has been developed and approved by both Hexagon and the Customer;
- Establishment and approval of a schedule for CAD Phase 2 Cloud Cutover Activities; and
- Identification and scheduling of Hexagon and Customer resources required for CAD Phase 2 Cloud Cutover Activities.

Task Deliverables

- CAD Phase 2 Cloud Readiness Review meeting minutes
- Discussion notes on the results from Hexagon’s final review of the Cloud Program

Task Prerequisites

- CAD Phase 2 Cloud Cutover Plan Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a conference call to discuss if the system is ready to perform CAD Phase 2 Cloud Cutover;
- Provide Cloud Cutover notification to appropriate internal and external interface stakeholders supplying systems integral to Cutover operations;
- Review and provide timely feedback/approval of CAD Phase 2 Cloud Cutover Plan; and
- Work with Customer to determine suitable CAD Phase 2 Cutover schedule.

Customer Team Participation and Responsibilities

Customer shall:

- Participate in the conference call;
- Notify internal and external interface stakeholders about pending CAD Phase 2 Cloud Cutover;
- Review and provide timely feedback/approval of CAD Phase 2 Cloud Cutover Plan; and
- Work with Hexagon to determine suitable CAD Phase 2 Cutover schedule.

Task Acceptance Criteria

This Task is complete when the CAD Phase 2 Cloud Readiness Review has been conducted.

52. CAD Phase 2 Cloud Cutover to Production Use

Task Description

CAD Cloud Cutover Phase 2 reflects the point at which the Interfaces, Smart Advisor, and OnCall Analytics Dispatch will be promoted from the Development Environment to the Production Environment.

Task Deliverables

- Cutover of OnCall Dispatch Phase 2

Task Prerequisites

- CAD Phase 2 Cloud Program Readiness Review Task is complete.
- Phase 2 COTS Interface Installation and Configuration Task is complete.
- Phase 2 Standard Interface Installation and Configuration Task is complete.
- Custom Interface Product Installation and Configuration
- Smart Advisor Workshop 1 Task is complete.
- OnCall Analytics | Dispatch Training Task is complete.
- Final Hexagon-Led Training is complete.

Task Assumptions

- The Parties have agreed CAD Phase 2 Cloud Cutover can proceed.
- CAD Phase 2 Cutover will take place on the day and time specified in the CAD Phase 2 Cloud Cutover Plan.
- Hexagon will provide resources remotely.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Hexagon shall provide technical resource(s) to support Cutover during the week of CAD Phase 2 Cloud Cutover.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure availability of trained Users;
- Ensure availability of Core Team during CAD Phase 2 Cloud Cutover Activities;
- Assume System Administration and management for the System upon CAD Phase 2 Cutover;
- Ensure availability of all third-party vendors impacted by the CAD Phase 2 Cloud Cutover;
- Ensure availability of all IT disciplines necessary to immediately address issues as necessary; and
- Ensure availability of member(s) of the training cadre during all shifts.

Task Acceptance Criteria

This Task is complete upon Cloud Cutover of the Dispatch Cloud Program Phase 2.

53. OnCall Dispatch | Smart Advisor Workshop 2

Task Description

Within thirty (30) days following OnCall Dispatch | Smart Advisor Workshop, Hexagon will conduct a one (1) Day follow-up workshop with Customer to provide guidance to optimize Customer's specific Smart Advisor workflows ("Smart Advisor Follow-up Workshop 1").

Task Deliverables

- Smart Advisor Workshop 2

Task Prerequisites

- OnCall Dispatch | Smart Advisor Workshop 1 Task is complete.
- CAD Phase 2 Cloud Cutover to Production Use Task is complete.

Task Assumptions

- The Smart Advisor Workshop 2 shall last no more than one (1) Business Day

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide guidance to Customer on use of Smart Advisor and Smart Advisor agent configurations

Customer Participation and Responsibilities

Customer shall:

- Provide desired use cases for Smart Advisor at least ten (10) business days prior to the start of the workshop.
- Participate in workshop and
- Go through their experiences and current outputs from Smart Advisor.

Task Acceptance Criteria

This Task is complete upon the earlier of: (i) completion of Smart Advisor Workshop 2 or (ii) thirty (30) calendar days following the OnCall Dispatch | Smart Advisor Workshop 1.

Attachment A – Pricing Summary

HEXAGON ONCALL DISPATCH	TOTAL
HxGN OnCall Dispatch & Mobile Services	$2,003,935
Third Party Software and Services	$37,469
One-Time Cloud Fee	$123,058
Custom Interfaces	$121,006
One-Time System Discount (Expires 3/31/26)	($50,000)
Total One-Time Software and Services:	**$2,235,468**
Initial Cloud Program Fee (Begins at IOC Completion) (Includes software as identified in the attached Bill of Materials)	$1,046,413
Perpetual Software Maintenance (Begins at Cutover)	$27,298
Grand Total Including Initial Cloud Fee:	**$3,309,179**
Cloud Program Fees	
Year 2 (Begins 12 Months After IOC Completion)	$1,098,734
Year 3	$1,153,671
Year 4	$1,211,354
Year 5	$1,271,922
Perpetual Software Maintenance Fees	
Year 2 (Begins 12 months after System Cutover)	$28,663
Year 3	$30,096
Year 4	$31,601
Year 5	$33,181
Options:	
On-Prem Interface Server Hardware & Services	$59,001
Resident System Administrator-Year 1	$300,060
CAD Interface to School Alarms (Raptor)	$39,642

Pricing Assumptions

- This offer is valid until March 31, 2026.
- The Cloud Program Pricing provided assumes Production, Development (Test), and Staging (Training) environments.
- The Initial Cloud Program Fee is for 12 Months beginning at license credential key delivery, Initial Operating Capability (IOC) Completion. Year 2 Cloud Program Fee begins 12 Months after IOC completion and will be due and payable in accordance with the Agreement. The Project is conditioned upon the Customer renewing the Cloud Program Order such that there is not an interruption between the annual periods.
- The Cloud Program Fees are subject to capacity limitations as provided in the Cloud Service Schedules.
- The Cloud Program Fee is based on a total number of effective concurrent users as identified in the included Bill of Materials.
- The Dynamo Curriculum/E-Learning Licenses (quantity of 12) included in this pricing are for a 12-month duration to begin once the licenses are provided during the Project Kickoff Meeting.
- Hexagon has included metered training software. Each license includes 176 hours to be used in the post-cutover Staging (training) environment for user training. This time does not expire as long as the customer maintains an active agreement with Hexagon. Additional 176-hour bundles can be purchased, as needed, for an additional cost.
- Third parties and interfaces included in the one-time project fee include support/maintenance; some start at Cutover and others upon shipment. All have been included in the pricing appropriately.
- Third party software included in the base system includes accompanying third party maintenance. Some third parties begin software maintenance at cutover and others upon shipment. All have been included in the pricing appropriately based on an expected project timeline. If the project timeline is exceeded, additional third-party maintenance cost may be incurred which the Customer would be responsible for payment.
- To the extent Hexagon's ability to resell support for third-party products ends during the term of the Agreement, then Hexagon shall be relieved of the obligation to provide such support, and the annual maintenance fee will be adjusted to account for the removal of that software item.
- Year 1 Maintenance (Extended Warranty) for perpetually licensed interfaces and third parties commences at system Cutover.
- Hexagon has provided optional pricing for the on-premise interface server hardware and installation services. The Customer is responsible for the connection between the Cloud environment and the on-premise server.
- Hexagon has included optional pricing for an interface for the Raptor School Alarms.
- Hexagon has included the cost for 1 year of a full-time on-site CAD Resident System Administrator (RSA) in the optional pricing to be executed at the customer choice.
- The options must be exercised via Change Order no later than ninety (90) days after the formation of the Order.
- The pricing in the above tables is exclusive of any applicable sales/use tax. Any applicable tax will be added to the pricing above at the time of invoicing.

Bill of Materials

PRODUCT	QUANTITY
Production (OnCall Dispatch Software)	
HxGN OnCall Dispatch - Backup NL	1
HxGN OnCall Dispatch - Advantage CC	17
HxGN OnCall Dispatch - Viewer CC	28
HxGN OnCall Dispatch - Advanced Mapping	17
HxGN OnCall Dispatch - Resource Management	17
HxGN OnCall Dispatch - Scheduling & Facilities Management	17
HxGN OnCall Dispatch - ESRI Map Control	17
HxGN OnCall Dispatch - ProQA Interface	17
HxGN OnCall Dispatch - Customer Rules Engine - Advantage	17
HxGN OnCall Dispatch - Customer Rules Engine - Editor	1
HxGN OnCall Dispatch - Mobile Unit	45
HxGN OnCall Mobile Server	2
HxGN OnCall Dispatch - Mobile Responder Client CC	50
HxGN OnCall Dispatch - Customer Rules Engine - Server	4
HxGN OnCall Dispatch - RestAPI NL	2
HxGN OnCall Dispatch - Informer	1
HxGN OnCall Dispatch - Tracker CC	45
HxGN OnCall Dispatch - Call-Taker Interface	3
HxGN OnCall Dispatch - Notifications	1
HxGN OnCall Dispatch - Fire Link Interface	1
HxGN OnCall Dispatch - CAD Link Interface	1
HxGN OnCall Dispatch - PTT	1
Body Worn Camera OnCall Interface	1
CAD to CAD OnCall Dispatch Interface	3

RapidSOS OnCall Call-Taker Interface	1
Dispatch Alerts OnCall Interface	3
PLT Radio OnCall Dispatch Interface	1
Fire Station Alerting OnCall Dispatch Interface	1
HxGN OnCall Analytics Dispatch Advantage 4 Core	1
External Alarms OnCall Dispatch Interface	2
HxGN OnCall Dispatch - Geocoding Interface	1
Dynamo Curriculum HxGN OnCall Dispatch Admin - on prem	6
Dynamo Curriculum HxGN OnCall Analytics Admin - on prem	6
HxGN Connect Tenant Access	1
HxGN Connect Live Share - Smart Advisor	1
HxGN Connect Interface - OnCall Dispatch Cloud Smart Advisor	1
HxGN Connect Smart Advisor - Incident Agents	1
HxGN Connect - Smart Advisor Unit Agents	1
HxGN OnCall Dispatch - Smart Advisor Notifier - Cloud	1
HxGN OnCall Dispatch - Smart Advisor - Cloud	45
HxGN OnCall Dispatch - Smart Advisor Mobile - Cloud	45
HxGN OnCall Dispatch-Offline	24
Staging (Training)	
HxGN OnCall Dispatch - Advantage CC - TRN - MTR	5
HxGN OnCall Dispatch - Viewer CC - TRN - MTR	5
HxGN OnCall Dispatch - Customer Rules Engine - Server - TRN	1
HxGN OnCall Dispatch - Resource Management - TRN - MTR	5
HxGN OnCall Dispatch - Scheduling & Facilities Mgmt -TRN-MTR	5
HxGN OnCall Dispatch - ProQA Interface - TRN - MTR	5
HxGN OnCall Dispatch - Customer Rules Engine - Adv - TRNMTR	5
HxGN OnCall Dispatch - Mobile Unit - TRN - MTR	5

HxGN OnCall Dispatch - RestAPI NL - Training	1
Third Party Integrations	
CAD Interface for Carbyne (NG911)	1
CAD Query Interface to Axon RMS	1
CAD Interface to WACIC/NCIC	1
Dispatch Alerts Interface Adapter for Axon Fusus	1
Third Party	
CommSys ConnectCIC	1
Other Options	
HPE DL365 Gen11 Server with 5 year support	1
External Alarms OnCall Dispatch Interface - SU	1
External Alarms CAD Adaptor for School Alarms (Raptor)	1

Attachment B – Payment Schedule

Milestone Payment Schedule		
MS (#)	**Milestone Deliverable**	**MS ($)**
1	Upon Completion of Execution of Primary Contracting Document	$335,320
2	Upon Completion of Task 1: Project Kickoff Meeting	$223,547
3	Upon Completion of Task 3: OnCall Dispatch Data Discovery Workshop	$223,547
4	Upon Completion of Task 18: OnCall Dispatch Initial Configuration	$223,547
5	Upon Completion of Task 29: Customer Functional Testing - OnCall Dispatch	$223,547
6	Upon Completion of Task 34: Phase 1 Cloud Cutover to Production Use	$223,547
7	Upon Completion of Task 44: CAD Reassessment	$335,320
8	Upon Completion of Task 48: Phase 2 OnCall Analytics Dispatch Training	$335,320
9	Upon Completion of Task 52: CAD Phase 2 Cloud Cutover to Production Use	$111,773
	Total	**$2,235,468**

Cloud Program Fees

Annual Subscription	MS ($)
Year 1 Cloud Program Fee (due upon completion of Task #7: IOC Completion)	$1,073,711
Year 2 Cloud Program Fee (due upon the first Cloud Anniversary) (Order 3)	$1,127,397
Year 3 Cloud Program Fee (due upon the second Cloud Anniversary) (Order 4)	$1,183,767
Year 4 Cloud Program Fee (due upon the third Cloud Anniversary) (Order 5)	$1,242,955
Year 5 Cloud Program Fee (due upon the fourth Cloud Anniversary) (Order 6)	$1,305,103
Total	**$5,932,933**

Attachment C – Initial Project Schedule

TASK NAME	DURATION	BUSINESS DAYS SINCE START
City of Spokane, WA OnCall Dispatch Project	**317.75 days**	**0 days**
Phase 1 OnCall Dispatch	**176 days**	**0 days**
Phase 1 Initial Operating Capability (IOC)	**47 days**	**0 days**
Planning Phase	**47 days**	**0 days**
Project Kickoff Meeting	5.5 days	20 days
Detailed Process & Workflow Analysis Workshop	5 days	25 days
OnCall Dispatch Data Discovery Workshop	17 days	30 days
OnCall Dispatch Data Discovery Workshop	3 days	34 days
Customer gathers OnCall Data into spreadsheets for incorporation into the FDD	10 days	37 days
COTS Interface Questionnaire Completion	5.5 days	29.25 days
Customer completes COTS Interface Questionnaires	5 days	29.25 days
OnCall Dispatch GIS Requirements Review	1.13 days	25.5 days
OnCall Cloud Environment Creation	5.01 days	25.5 days
IOC Completion	0.13 days	30.51 days
Phase 1 Final Operating Capability (FOC)	**149.38 days**	**26.63 days**
Staging Phase	**17 days**	**30.64 days**
On Premise Local Software Server Installation and Configuration	2 days	30.64 days
VPN Connectivity to Cloud Program	5 days	32.64 days
Phase 1 COTS Interface Product Installation and Configuration	10 days	37.64 days
Phase 1 CommSys ConnectCIC Installation	5.25 days	38.64 days
Design Phase	**33.63 days**	**26.63 days**

Functional Design Document	24.49 days	30.51 days
Functional Design & Data Definition Document Write-Up	10 days	30.51 days
Functional Design Document Review Session	6 days	42 days
Functional Design Document Finalization and Acceptance	7 days	48 days
Test Plan and Test Case Development	5 days	55 days
OnCall Dispatch GIS Consulting	9 days	26.63 days
OnCall Dispatch System Data Load	5.25 days	55 days
Configuration Phase	**64.24 days**	**30.64 days**
OnCall Dispatch Initial Configuration	20 days	60.25 days
OnCall Dispatch Initial Configuration	10 days	60.25 days
OnCall Dispatch Configuration Presentation & Workflow Review Workshop	4.25 days	71 days
OnCall Dispatch Final Configuration	5 days	75.25 days
OnCall Dispatch Mobile Unit Configuration	5 days	60.25 days
OnCall Dispatch Mobile Unit Initial Configuration	1 day	60.25 days
OnCall Dispatch Mobile Unit Configuration Presentation & Workflow Review Workshop	1 day	61.25 days
OnCall Dispatch Mobile Unit Final Configuration	3 days	62.25 days
OnCall Dispatch Mobile Responder Configuration	3 days	65.25 days
OnCall Dispatch Mobile Responder Initial Configuration	1 day	65.25 days
OnCall Dispatch Mobile Responder Configuration Presentation & Workflow Review Workshop	1 day	66.25 days
OnCall Dispatch Mobile Responder Final Configuration	1 day	67.25 days
OnCall Dispatch Fundamentals for Core Team	9 days	80.25 days
Phase 1 Standard Interface Product Installation and Configuration	4 days	30.64 days

CAD to CAD OnCall Dispatch Interface (Tablet Command)	1 day	30.64 days
RapidSOS OnCall Call-Taker Interface	1 day	31.64 days
Fire Station Alerting OnCall Dispatch Interface (Station Alerting)	1 day	31.64 days
Dispatch Alerts OnCall Interface (PulsePoint)	1 day	32.64 days
Body Worn Camera OnCall Interface (Axon BWC)	1 day	33.64 days
Testing Phase	**25 days**	**94.75 days**
Customer Functional Testing - OnCall Dispatch	10 days	94.75 days
Customer Functional Testing	5 days	94.75 days
Customer Provides Blocker Error Report	5 days	99.75 days
Post Functional Testing	15 days	104.75 days
Customer Executes Test Plan Post Blocker Error Resolution	5 days	114.75 days
Training Phase	**31.5 days**	**119.75 days**
Initial Hexagon-Led Training	11.5 days	119.75 days
HxGN OnCall Dispatch | Train the Trainer (TTT) 1st Shift	10 days	119.75 days
HxGN OnCall Dispatch | Train the Trainer (TTT) 2nd Shift	10 days	119.75 days
OnCall Dispatch | Mobile Unit Train-the-Trainer (TTT)	7 days	119.75 days
OnCall Dispatch | Mobile Responder Train-the-Trainer (TTT)	1.5 days	129.75 days
Replicate Cloud Environments	13.5 days	119.75 days
Cutover Phase	**24.75 days**	**151.25 days**
CAD Phase 1 Cloud Cutover Plan	6.63 days	151.25 days
Hexagon Delivers Draft Cutover Plan	0.13 days	152.25 days
Customer Reviews and Approves Cutover Plan	5 days	152.38 days
CAD Phase 1 Cloud Program Readiness Review	1 day	157.88 days
CAD Phase 1 Cloud Cutover to Production Use - Week 1	6 days	160 days

CAD Phase 1 Cloud Cutover to Production Use - Week 2	5 days	166 days
CAD Phase 1 Cloud Cutover to Production Use - Week 3	5 days	171 days
Phase 2 OnCall Dispatch	**284.11 days**	**33.64 days**
CommSys ConnectCIC Surrounding States Data Mining (30 Calendar Days)	20 days	191 days
Configure Phase 2 Additional Transactions Access for CommSys ConnectCIC	5 days	191 days
OnCall Dispatch | Offline Installation and Configuration	6.13 days	191 days
Custom Interface Requirements Gathering	15.38 days	191 days
CAD Query Interface to Axon RMS	15.38 days	191 days
Customer reviews ICD	10 days	192.63 days
Customer approves ICD	3 days	203.38 days
CAD Interface to Axon Fusus (Dispatch Alerts Interface Adapter)	14.13 days	191 days
Customer reviews ICD	10 days	191.88 days
Customer approves ICD	3 days	202.13 days
CAD Interface to Carbyne (NG911)	15.38 days	191 days
Customer reviews ICD	10 days	192.63 days
Customer approves ICD	3 days	203.38 days
Custom Interface Development	10 days	205.13 days
CAD Query Interface to Axon RMS	4 days	206.38 days
CAD Interface to Axon Fusus (Dispatch Alerts Interface Adapter)	10 days	205.38 days
CAD Interface to Carbyne (NG911)	5 days	206.38 days
Custom Interface Product Installation and Configuration	7.75 days	210.38 days
CAD Query Interface to Axon RMS	1 day	210.38 days
CAD Interface to Axon Fusus (Dispatch Alerts Interface Adapter)	3 days	215.13 days

CAD Interface to Carbyne (NG911)	3 days	211.38 days
Phase 2 COTS Interface Product Installation and Configuration	5 days	191 days
Phase 2 Standard Interface Product Installation and Configuration	217.36 days	33.64 days
CAD to CAD OnCall Dispatch Interface (SREC)	1 day	192 days
CAD to CAD OnCall Dispatch Interface (LOGIS)	7.5 days	193 days
External Alarms OnCall Dispatch Interface (ASAP to PSAP)	3 days	191 days
External Alarms OnCall Dispatch Interface (Prepared911 - AI Call Triage)	3 days	194 days
Dispatch Alerts OnCall Interface (Axon Fusus)	1 day	200 days
Dispatch Alerts OnCall Interface (Prepared911)	1 day	201 days
PLT Radio OnCall Dispatch Interface (Motorola)	1 day	202 days
Consulting Services for Exacom	1 day	33.64 days
CAD Reassessment	9 days	191 days
CAD Reassessment Workshop	3 days	192 days
CAD Reassessment Workshop - Follow-up	5 days	195 days
OnCall Dispatch Smart Advisor Configuration Workshop 1	2 days	196 days
OnCall Analytics - Dispatch Cloud Environment Configuration	7 days	191 days
OnCall Analytics Dispatch Training	13 days	198 days
Final Hexagon-Led Training	7.88 days	278.13 days
HxGN OnCall Dispatch System Administrator Training	7.88 days	278.13 days
CAD Phase 2 Cloud Cutover Plan	6.63 days	286 days
CAD Phase 2 Cloud Program Readiness Review	2 days	292.63 days
CAD Phase 2 Cloud Cutover to Production Use	5 days	294.63 days
Smart Advisor Workshop 2	1 day	314.63 days

Attachment D – Training Curriculum

HxGN OnCall Dispatch | Advantage System Administrator Training (Qty: 1)

The HxGN OnCall Dispatch | Advantage System Administrator course is a four-day, hands-on training class on how to configure and manage the OnCall system. During this course, the students will learn how to access the OnCall database and use available tools to administer and configure the system.

MAJOR TOPICS

- Understanding the Environment
- Map Legend Management
- UI Editor
- Localized Strings
- Layout Manager
- Notification Configuration
- Custom Fields
- Parameter Management
- Deployment Configuration
- Response Plans Configuration
- Role Management
- Type Codes Management
- Agency Management
- Geographic
- Resources
- Change Management

PREREQUISITES

- Customer Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate servers and workstations

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for administering and supporting the system
Duration	Four (4) Business Days
Student Capacity	Six (6), with a maximum of one (1) student per workstation

HxGN OnCall Dispatch | Advantage Train-the-Trainer (Qty: 2)

HxGN OnCall Dispatch | Advantage Train-the-Trainer is a four (4)-day comprehensive course to familiarize communications personnel with the use of OnCall. Students will learn all of the essential functions of OnCall including navigating the application, entering and updating events, performing inquiries, handling units including updates and status changes, and communicating with other users. An introduction to the use of interfaces to such things as NCIC, state crime databases, and mobile units is also presented, if the interfaces are available. Students completing the course should have a good working knowledge of using HxGN OnCall Dispatch | Advantage.

This course also includes three (3) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

MAJOR TOPICS

- Events – Creation, Updates, and Status Changes
- Mapping – Commands, Controls, and Views
- Units – Status Changes and Properties Updates
- Inquiries – Events, Units, and Employees
- Messaging – Send, Receive, and Attachments
- Using training guidelines and techniques for HxGN OnCall Dispatch | Advantage

PREREQUISITES

- Customer Cloud Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate workstations

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training call-taking and dispatching staff
Duration	Four (4) days
Student Capacity	Twelve (12)

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two (2)-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

This course also includes four (4) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer's workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events
Duration	One (1) day
Student Capacity	Twelve (12)

Mobile Responder Train-the-Trainer (Qty: 1)

Mobile Responder training is a Train-the-Trainer course designed to train Agency trainers in the use of the Mobile Responder product.

MAJOR TOPICS

- Using Mobile Responder on Smartphone or tablet
- Changing unit status
- Submitting inquiries
- Sending and receiving messages
- Updating unit properties
- Updating events
- Informer queries

PREREQUISITES

- Responsibility for mobile computing operations
- Assignment of at least one person who has been through OnCall Dispatch training to perform necessary dispatching and other CAD functions
- Availability of customer-specific Mobile Responder configuration
- Availability of test or training Mobile Responder smartphone or tablet for use in class

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Designed for Mobile Responder Trainers
Duration	Half (1/2) day
Student Capacity	Twelve (12)

Attachment E – OnCall Cloud Specifications

[following this page]

HxGN OnCall® Dispatch Suite

System Specifications for Cloud Deployments

Release date: August 2024
Release version: 10.0.2309.4
Release type: Cloud
Released by: Hexagon Global Technology Center
Release method: Hexagon Global Software Delivery Process

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General Notes

This document provides the specifications for hardware required to support the HxGN OnCall® Dispatch Cloud Program. The system specifications included in this document apply to HxGN OnCall Dispatch Application Client specifications only. The HxGN OnCall Dispatch Cloud applications are cloud-hosted and the server components required to support the various customer configurations and resource needs are provided based on the Cloud Services documented in the associated Cloud Program Orders.

The client specifications in this document reflect technology that is currently considered standard and is routinely available from hardware vendors. These specifications should be used when purchasing new equipment. For customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration.

HxGN OnCall Dispatch Specifications - Cloud Only

Cloud Access Network Specifications

Some customers may want a dedicated connection to the Cloud platform provider. In the case of a dedicated connection, the specifications of that connection are agreed upon during contract negotiation and are separate from the system specifications contained in this document.

Browser Requirements

For information on the browsers that were verified for this release see the *HxGN OnCall Dispatch Supported Environments*. Any other browsers or versions of browsers should be verified and tested before deployment to production use.

Desktop Client Specifications

OnCall Dispatch Client Workstations

Item	Specification
Processors	i5 processor or greater (Minimum 4 cores)
Memory	16 GB minimum; 32 GB recommended
Internal Disk	80 GB or greater (Solid State is recommended but not required.)[1]
OS	Windows 10 64-bit Apple® Mac OS X
Video	1920x1080 resolution display or better

Graphics Card	NVIDIA Quadro 4000 (2 GB GDDR5 PCI) Minimum: 256 MB PCI-Express x16 video card Recommended: ● NVIDIA® QuadroTM K620 2 GB video card ● High Performance: 2 x NVIDIA ● GeForceTM GTX 970 4 GB video card ● GPU Considerations: ● Minimum of 2 GB of video RAM recommended ● NVIDIA® Maxwell-based or better GPU recommended ● Intel® Quick Sync Video is recommended only if the Intel discrete graphics card is directly connected to a display device. ● Two or more graphic cards can be used to support different monitors individually. To have the video decoding done on the card, at least one monitor must be connected to each card.  NVIDIA SLI™ bridge is not supported.
Example Hardware	Dell OptiPlex 3000 series

[1] *The OS and client application require ~80 GB of space.*

HxGN OnCall Records Client Workstations

Item	Specification
Processors	i3-2350M Processor or greater (Not ARM)
Memory	8 GB
Internal Disk	80 GB or greater
OS	Windows 10 64-bit
Video	1024x768 resolution display or better
Webcam (optional)[1]	Any Windows-compatible webcam
Example Hardware	Dell or HP compatible

[1] *Webcam only needed to use optional image capture feature.*

HxGN OnCall Analytics Client Workstations

Item	Specification
Processors	i3-2350M Processor or greater (Not ARM)
Memory	8 GB
Internal Disk	80 GB or greater (Solid State is recommended but not required.)[1]
OS	Windows 10 64-bit
Video	1920x1080 resolution display or better
Example Hardware	Dell OptiPlex 3000 series

[1] *The OS and client application require ~80 GB of space.*

Mobile Client Specifications

HxGN OnCall Dispatch | Mobile Unit Client Specifications

Item	Specification
Processors	i5 processor or greater (Minimum 4 cores)
Memory	16 GB minimum; 32 GB recommended[1]
Internal Disk	500 GB or greater (Solid State is recommended but not required.)[2]
OS	Windows 10[3] Windows 11
Video	1024x768 resolution display Touch screen is recommended.
Ports	RS-232 Serial\USB
NIC	1 GB physical and Wireless (WiFi and/or Cellular) 3G or 4G is recommended of cellular wireless data connectivity, either built-in or attached using a USB port.
Example Hardware	Panasonic, Dell, or Samsung

[1] *Mobile Unit memory requirements are dependent on what other applications are being used, such as field-based reporting, third-party citation application, and so forth.*

[2] *The OS and Mobile Unit application require ~80 GB of space. If pictometry or other data resides on the device, then additional space is required.*

[3] *Mobile Unit does not support Google® Android™ or Apple™ iOS™. It is a Windows-only product. Windows RT (Windows using ARM Processor) is not supported.*

HxGN OnCall Dispatch Mobile Handheld Client Specifications

- Apple Inc.® devices (iPhone® and iPad®) with iOS 12.0 or greater (Tested using iPhone 6s, iPhone X, iPad Pro, and iPad Air 2)
- Google LLC Android devices with OS versions 10.0 or greater (Tested using Galaxy S9 and Pixel 3 XL)

Certification has been performed on a limited number of devices due to the extreme diversity in the Android market. Testing has been performed with the platforms and devices listed above. While other devices are certainly viable, Hexagon strongly recommends customers to test with a single device before purchasing large quantities.

HxGN OnCall Dispatch | Tracker GPS Device Specifications

Hexagon AVL products only support the protocols listed below. Devices that support one of these protocols should be compatible with the HxGN OnCall Dispatch | Tracker product.

Protocols supported:

- NMEA (National Marine Electronics Association)
- TAIP (Trimble ASCII Interface Protocol)
- OpenSky Subscriber Application Interface (M/A-COM Tyco Electronics – Revision 1.3)
- BlueTree (IO Management and Event Reporting for the BlueTree 4000 and 5000 Series – Version 1.0)
- OMA/MLP

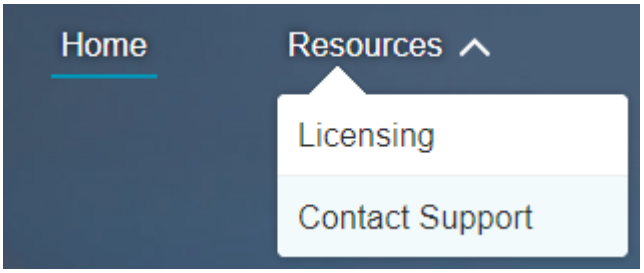
Technical Support

Hexagon's Safety, Infrastructure & Geospatial division provides several ways to contact Support, including online case submission and phone support. For general Hexagon information, call 800-345-4856 (US). For phone support, see the *Contact Support page https://supportsi.hexagon.com/help/s/contactsupport?language=en_US*.

Submit a Case Online

Hexagon provides an online method of requesting support 24/7.

1. Go to the *Support page https://hexagon.com/support-success/safety-infrastructure-geospatial*.
2. Click **Log in**.
3. Type your username and password, and click **Log in**.
4. From the **Resources** list, select **Contact Support**.



   The **Contact Support** page displays.
5. Click **Online case submission**.

Attachment F – System Configuration Diagram

[following this page]

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OnCall Dispatch
HxGN Private Cloud

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TOC & Customer Site Equipment

Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

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OnCall Dispatch Advantage Workstations

Recommended Specifications:
Windows 10/11 Professional
Modern Web Browser (Chrome)
CPU:
Quad core (or more) Intel i5, i7 or i9 - 8th Generation or later
Quad core (or more) AMD Ryzen 5, 7 or 9 - 2000 series or later
No ARM CPU architecture
Memory: 16GB min (32GB recommended)
Storage: 500GB (SSD recommended)
Display: Dual 21" 1920 x 1080 or larger
Graphics card: NVIDIA
Networking: 1GbE

On-Premise Communications/Interface Server

Recommended Specifications:
Processors: 16 cores
Memory: 64 GB
OS disk space – 2 480GB Drives and 2 1.9TB Drives
Network: Single 1 Gb required
Windows Server 64-bit 2022 Standard or DataCenter

OnCall Mobile Unit Mobile Data Computers

Recommended Specifications:
Windows 10/11 Professional
Modern Web Browser (Chrome)
CPU:
Quad core (or more) Intel i5, i7 or i9 - 8th Generation or later
Quad core (or more) AMD Ryzen 5, 7 or 9 - 2000 series or later
No ARM CPU architecture
Memory: 16GB min (32GB recommended)
Storage: 500GB (SSD recommended)
Display: 1024 x 768 or higher, touchscreen recommended
Wired networking: 1GbE
Wireless networking: WiFi, built in or USB 4G LTE or 5G for cellular connectivity

Mobile Responder Smartphones/Tablets

Recommended Specifications:
iOS™ 12 or greater
Google® Inc. Android™ devices with OS versions 9.0 or greater

Mapping Software

ArcGIS GIS Server Standard 11.x **(Qty: 4)**
Network Analyst extension to ArcGIS GIS Server 11.x **(Qty: 4)**
ArcGIS Professional for Enterprise 3.x **(Qty: 1)**
Network Analyst extension for ArcGIS Professional Enterprise 3.x **(Qty: 1)**

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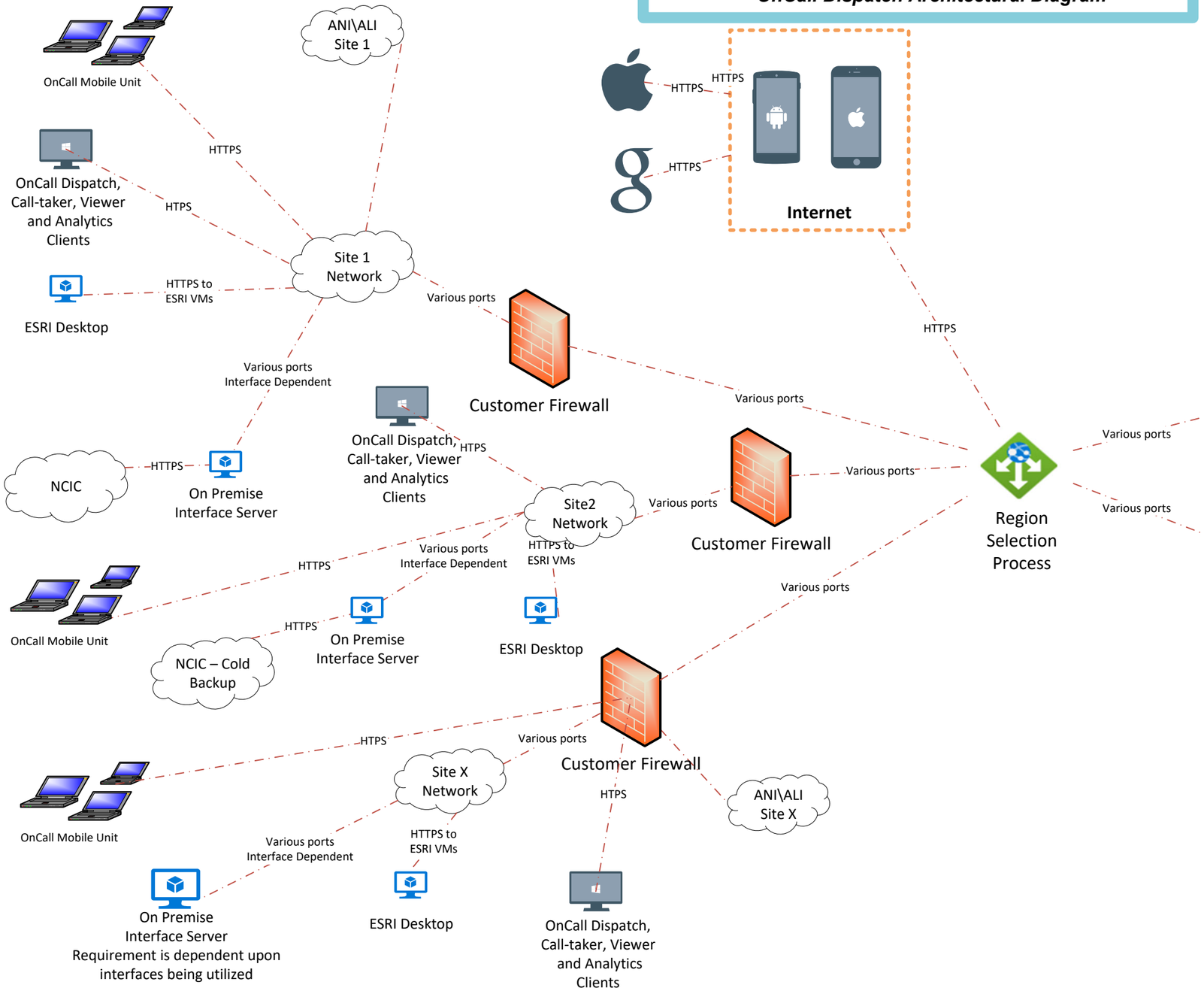
City of Spokane, WA
OnCall Dispatch
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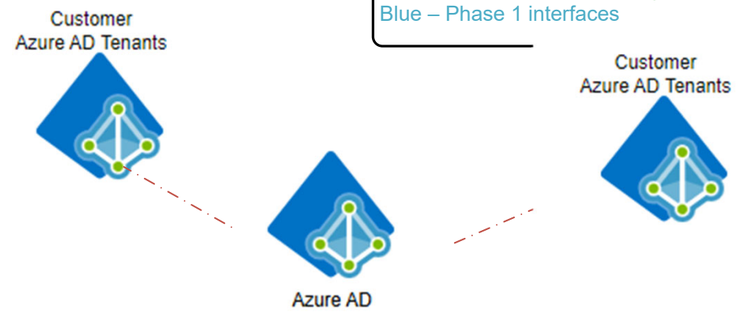
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OnCall Dispatch Architectural Diagram

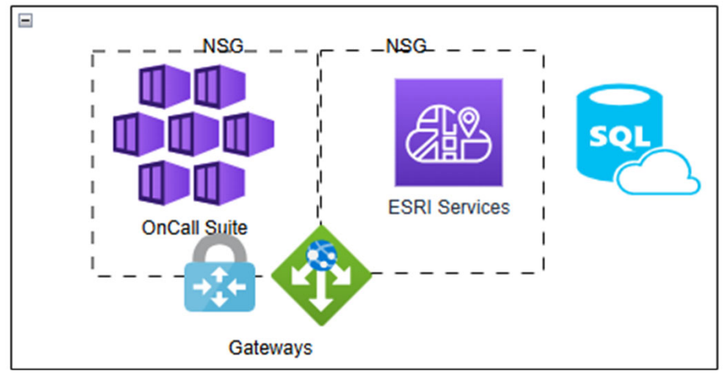
Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
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Blue – Phase 1 interfaces

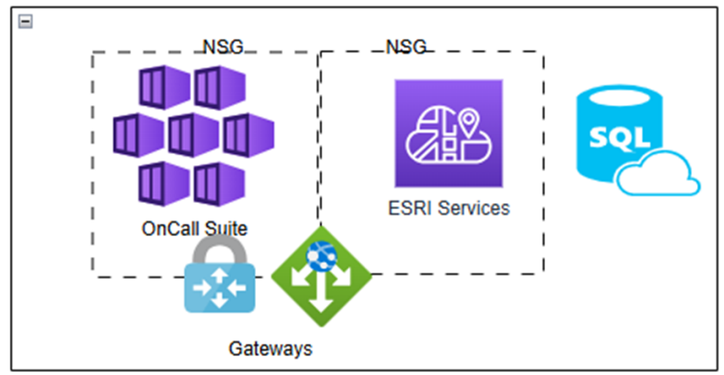




Region 1



Region 2



Production, Testing, Training, Disaster Recovery (Secondary Azure Region)

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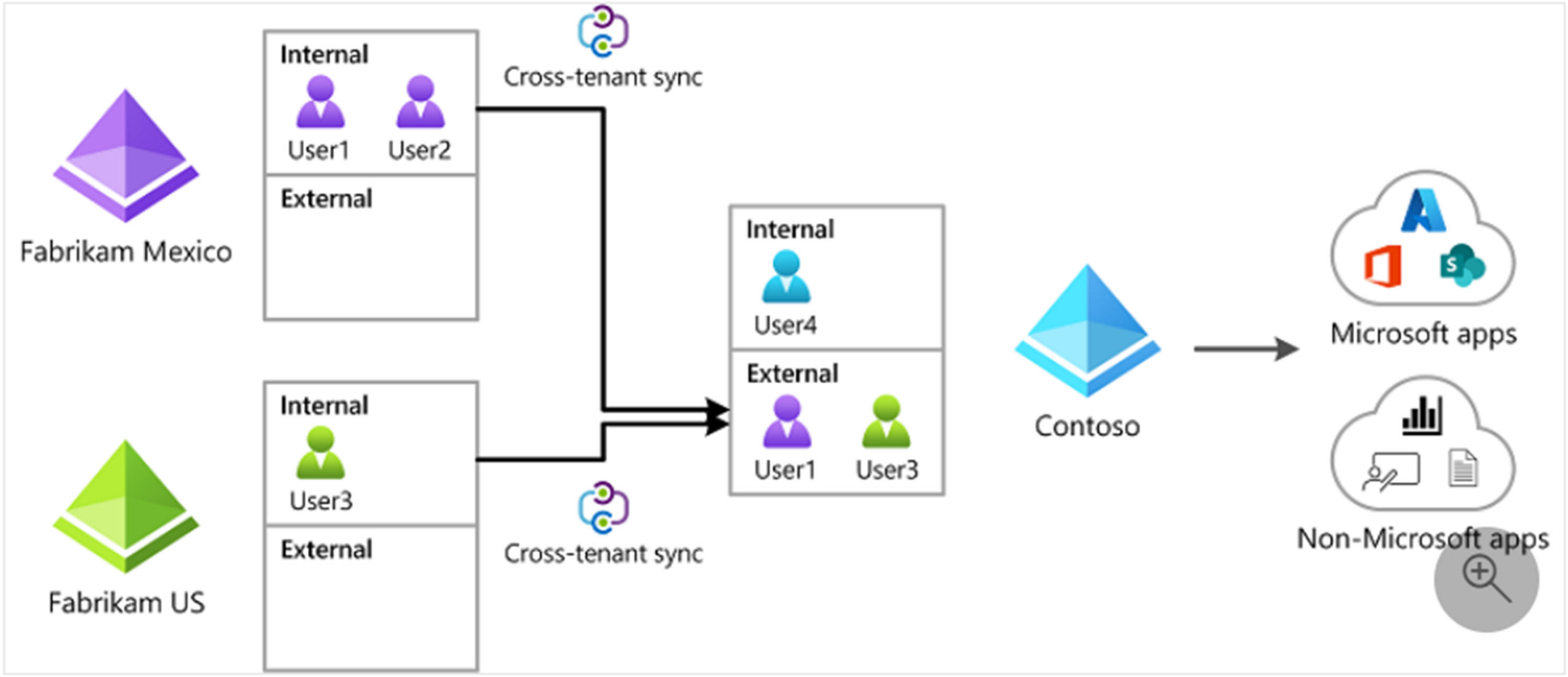
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Active Directory Diagram

Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces



https://learn.microsoft.com/en-us/entra/identity/multi-tenant-organizations/cross-tenant-synchronization-overview

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Production Cloud Environment

Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

OnCall Cloud Environment

OnCall Dispatch Cloud Environment
(includes high availability and disaster recovery)

HxGN OnCall HA Web Services:
HxGN OnCall Dispatch | Advantage* **(Qty: 17)**
HxGN OnCall Dispatch | ESRI Map Control **(Qty: 17)**
HxGN OnCall Dispatch | Scheduling & Facilities **(Qty: 17)**
HxGN OnCall Dispatch | Advanced Mapping **(Qty: 17)**
HxGN OnCall Dispatch | Resource Management **(Qty: 17)**
HxGN OnCall Dispatch | Viewer **(Qty: 28)**
HxGN OnCall Dispatch | Mobile Unit** **(Qty: 45)**
HxGN OnCall Dispatch | Mobile Responder** **(Qty: 50)**
HxGN OnCall Mobile Server **(Qty: 2)**
HxGN OnCall Dispatch | Customer Rules Engine Server **(Qty: 4)**
HxGN OnCall Dispatch | Customer Rules Engine Client CCU **(Qty: 17)**
HxGN OnCall Dispatch | Smart Advisor **(Qty: 45)**
HxGN OnCall Dispatch | Smart Advisor Mobile **(Qty: 45)**
HxGN Connect Tenant Access
HxGN Connect Live Share | Smart Advisor
HxGN Connect Smart Advisor | Incident Agents
HxGN Connect Smart Advisor | Unit Agents
HxGN Connect Interface | OnCall Dispatch Cloud Smart Advisor
HxGN OnCall Dispatch | Smart Advisor Notifier

**Includes ANI/ALI spill*
***Includes AVL*

OnCall Analytics Cloud Environment
(includes high availability and disaster recovery)

HxGN OnCall Analytics | Dispatch Advantage

OnCall Dispatch Cloud Environment (cont.)
(includes high availability and disaster recovery)

COTS Interfaces:
HxGN OnCall Dispatch | RestAPI **(Qty: 2)**
HxGN OnCall Dispatch | Backup **(Qty: 1)**
HxGN OnCall Dispatch | Informer **(Qty: 1)**
- to NCIC
- Axon RMS
HxGN OnCall Dispatch | Tracker CCU **(Qty: 45)**
- for radio
HxGN OnCall Dispatch | Call-Taker Interface **(Qty: 3)**
- for RapidSOS
- for Prepared911
- for NG911 (Carbyne)
HxGN OnCall Dispatch | Notifications
- for Email
HxGN OnCall Dispatch | Fire Link
- for ESO
HxGN OnCall Dispatch | CAD Link
- for Axon RMS
- for SalesForce
- for Axon my90
HxGN OnCall Dispatch | PTT
- for Motorola
HxGN OnCall Dispatch | Geocoding
- for What3Words

Standard Interfaces:
Body Worn Camera OnCall Interface
- for Axon BWC
CAD to CAD OnCall Dispatch Interface **(Qty: 3)**
- to SREC
- to Tablet Command
- to Logis
External Alarms OnCall Dispatch Interface **(Qty: 2, 1)**
- to School Alarms
- to ASAP to PSAP
- to Prepared911 (AI Call Triage)
RapidSOS OnCall Call-Taker Interface
Dispatch Alerts OnCall Interface **(Qty: 3)**
- for Axon Fusus
- for Prepared911
- for PulsePoint
PLT Radio OnCall Interface **(Qty: 1)**
- for Motorola
Fire Station Alerting OnCall Interface **(Qty: 1)**
- for Station Alerting

Custom Interfaces:
NG911 (Carbyne)

Consulting Services:
Exacom

OnCall On-Premise Environment (Site 1)

Communications/Interface On-Premise Server #1a
(Production)
Windows Server
ANI/ALI Interface (included with OnCall Dispatch)

Informer-related Interfaces
NCIC (for CAD)
Query Axon RMS

Third Party Product
CommSys ConnectCIC (for NCIC)

Note: VPN may be required for connection to the cloud environment.

OnCall Dispatch Advantage Production Clients

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA **(Qty: 17)**
HxGN OnCall Dispatch | Offline **(Qty: 24)**

OnCall On-Premise Environment (Site 2)

Communications/Interface On-Premise Server #1c
(Cold Backup)

Windows Server
ANI/ALI Interface (included with OnCall Dispatch)

Third Party Product
CommSys ConnectCIC (for NCIC)

Note: VPN may be required for connection to the cloud environment.

OnCall Dispatch Advantage Backup Client

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA Interface **(Qty: 17)**

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Test & Training Cloud Environment

Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

OnCall Cloud Environment

OnCall Dispatch Development (Test) Cloud Environment

HxGN OnCall HA Web Services:
HxGN OnCall Dispatch | Advantage* **(Qty: 17)**
HxGN OnCall Dispatch | ESRI Map Control **(Qty: 17)**
HxGN OnCall Dispatch | Scheduling & Facilities **(Qty: 17)**
HxGN OnCall Dispatch | Advanced Mapping **(Qty: 17)**
HxGN OnCall Dispatch | Resource Management **(Qty: 17)**
HxGN OnCall Dispatch | Viewer **(Qty: 28)**
HxGN OnCall Dispatch | Mobile Unit** **(Qty: 45)**
HxGN OnCall Dispatch | Mobile Responder** **(Qty: 50)**
HxGN OnCall Mobile Server **(Qty: 2)**
HxGN OnCall Dispatch | Customer Rules Engine Server **(Qty: 2)**
HxGN OnCall Dispatch | Customer Rules Engine Editor CCU **(Qty: 1)**
HxGN OnCall Dispatch | Customer Rules Engine Client CCU **(Qty: 17)**
HxGN OnCall Dispatch | RestAPI **(Qty: 2)**

Test interface licenses are available for all proposed interfaces. However, implementation is subject to customer's ability to provide connectivity to the applicable system.

OnCall Dispatch Staging (Training) Cloud Environment

HxGN OnCall Web Services:
HxGN OnCall Dispatch | Advantage MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Viewer MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Resource Management MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Scheduling & Facilities MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Customer Rules Engine Adv Client MTR **(Qty: 5)**
HxGN OnCall Dispatch | Customer Rules Engine Server
HxGN OnCall Dispatch | Mobile Unit MTR CCU** **(Qty: 5)**
HxGN OnCall Dispatch | RestAPI **(Qty: 1)**

Training interface licenses are available for an additional cost for all proposed interfaces. However, implementation is subject to customer's ability to provide connectivity to the applicable system.

E-Learning*

Dynamo Curriculum HxGN OnCall Dispatch Admin (Qty: **6**)
Dynamo Curriculum HxGN OnCall Analytics Admin (Qty: **6**)

**Each license lasts for one year and can be renewed upon request.*

OnCall On-Premise Environment

OnCall Dispatch Advantage Staging (Training) Clients

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA Interface MTR **(Qty: 5)**

OnCall Dispatch Advantage Development (Test) Clients

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA Interface **(Qty: 17)**

City of Spokane, WA
OnCall Dispatch
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Notes

Color Legend

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Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

Client Notes:

1. Hexagon recommends the Customer have a dedicated highly available separate instance of the map for OnCall to access. However, OnCall Dispatch Advantage can use the Customer's map source via a URL provided by the Customer.

General Notes:

1. Hexagon and the Customer will work together to establish communication to the Hexagon Cloud and integrate Domain Name System (DNS) infrastructure of Hexagon Private Cloud and Customer-provided DNS infrastructure.

2. Each web client connection consumes roughly 2-5 Mbps, so the network between the clients and the Hexagon Private Cloud must have sufficient capacity to handle all concurrent clients.

3. All workstations, PCs, laptops, and specified peripheral hardware provided by the Customer are assumed to meet the specifications delineated on this diagram.

4. Hexagon assumes that the Customer will provide WAN communications, including wireless network communications.

5. This configuration depicts the system designed for automatic failover within the same region. Failover to a secondary region will be manual due to the latency between regions.

6. This Configuration Diagram illustrates the proposed hardware and software configuration at the time of submission. During implementation, the Hexagon Implementation Team, or a Hexagon subcontractor, may alter this configuration to reflect the negotiated system or alter the location of software to take advantage of efficiencies determined following submission.

7. Non-production interface licenses are available for proposed interfaces. However, implementation is subject to Customer's ability to provide connection to the applicable system. All third-party external interface connections required for non-production Environments are the responsibility of the Customer and/or third-party vendor(s).

8. The OnCall test environment is sized for functional testing. If the Customer desires to perform load testing in the test environment, then arrangements will have to be made to size the test environment accordingly.

9. HxGN OnCall Mobile Server is a no-cost administration tool used to manage the Mobile Responder app.

10. CCU refers to concurrent client user.

11. Hexagon assumes that the customer will provide all client access licenses (CALs) to maintain system compliancy with Microsoft policy.

12. Metered Training Licenses: metered training licenses have been proposed for 176 hours per license to be used in the training environment for training. The Customer can purchase additional 176-hour bundles as needed for additional cost.

Attachment G – CAD/Mobile Functional Specifications Matrix

[following this page]

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
1	Call Handling / CAD Event Creation	Call Handling	Import and update, automatically upon user command, automatic number information (ANI) and automatic location information (ALI) to an event being created or updated.	HxGN OnCall Dispatch | Viewer HxGN OnCall Dispatch | Call-Taker
2	Call Handling / CAD Event Creation	Call Handling	Import (automatically) an event that has been created on a Mobile client.	HxGN OnCall Dispatch | Mobile Unit
3	Call Handling / CAD Event Creation	CAD Event Types	Allow for system administrator defined CAD event types or nature codes.	HxGN OnCall Dispatch | Viewer
4	Call Handling / CAD Event Creation	CAD Event Types	Provide the capability to create an event, assign a unit, and close the event with a disposition without going through the dispatch process steps.	HxGN OnCall Dispatch | Viewer
5	Call Handling / CAD Event Creation	CAD Event Types	Provide the capability to flag an event as a “Advised Event” separate from the event type/nature code.	HxGN OnCall Dispatch | Viewer
6	Call Handling / CAD Event Creation	Update Event Information	Display a notification of the event update at each appropriate CAD position whenever an active event record is updated, as determined by the system’s configuration.	HxGN OnCall Dispatch | Viewer
7	Call Handling / CAD Event Creation	Update Event Information	Create an automatic time/date stamp for every transaction related to an event, and store the responsible operator’s identification (ID), the position ID, and the nature of the change.	HxGN OnCall Dispatch | Viewer
8	Call Handling / CAD Event Creation	Update Event Information	Add audit records to the event history or store audit records in the CAD system’s audit log file in chronological order; and, provide a complete historical audit of all event activity (e.g., comments, unit status changes, license plate information, field updates).	HxGN OnCall Dispatch | Viewer
9	Call Handling / CAD Event Creation	Update Event Information	Store old entry information, with the appropriate date, time, operator ID, and console stamps if the new entry replaces existing information in the event record.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
10	Call Handling / CAD Event Creation	Update Event Information	Enable the audit information to be retrieved and printed when event information is displayed in Chronology.	HxGN OnCall Dispatch | Operational Reports
11	Call Handling / CAD Event Creation	Update Event Information	Support ease of entry for supplemental event information and changes to existing event information using update event. Event comments cannot be changed, only new comments added.	HxGN OnCall Dispatch | Viewer
12	Call Handling / CAD Event Creation	Update Event Information	Supplemental data entry is associated to an event. The Supplemental data entry form can be displayed by specifying either the event number or a unit assigned to the event.	HxGN OnCall Dispatch | Viewer
13	Call Handling / CAD Event Creation	Update Event Information	A user can update information previously entered into a CAD event by specifying either the event number or a unit assigned to the event.	HxGN OnCall Dispatch | Viewer
14	Call Handling / CAD Event Creation	Update Event Information	Audible and visual alerts can be configured within OnCall Dispatch so CAD users (including Mobile users) are alerted where updates are made to events that the user is assigned to or covering.	HxGN OnCall Dispatch | Viewer
15	Call Handling / CAD Event Creation	Update Event Information	Allow the user to update fields in the event record including supplemental information (except system-generated data such as times and date stamps, operator identification information, ANI/ALI information, and CAD position that completed a CAD transaction).	HxGN OnCall Dispatch | Viewer
16	Call Handling / CAD Event Creation	Update Event Information	Updates to an event and supplemental information are tracked as part of event chronology	HxGN OnCall Dispatch | Viewer
17	Call Handling / CAD Event Creation	Update Event Information	Update event form is used to change event information	HxGN OnCall Dispatch | Viewer
18	Call Handling / CAD Event Creation	Update Event Information	Allow the user to update a unit's most recent event by entering the unit's identification or any unit that is currently assigned.	HxGN OnCall Dispatch | Viewer
19	Call Handling / CAD Event Creation	Update Event Information	Send notifications to affected users when an event is updated.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
20	Call Handling / CAD Event Creation	Update Event Information	Users can update the following for a closed event without needing to reopen it: - Change the disposition code - Add a cross referenced event - Add remarks	HxGN OnCall Dispatch | Advantage
21	Call Handling / CAD Event Creation	Determine Dispatch Need	User can cancel an event to close it when it is determiend the event does not require assignment of a resource.	HxGN OnCall Dispatch | Essentials
22	Call Handling / CAD Event Creation	Determine Dispatch Need	Cancelling an event allows user to enter a disposition code and comments upon cancellation.	HxGN OnCall Dispatch | Essentials
23	Call Handling / CAD Event Creation	Event Disposition	Dispositions can be assigned to an event upon its closure, either by the dispatcher or the Mobile user.	HxGN OnCall Dispatch | Essentials
24	Call Handling / CAD Event Creation	Event Disposition	Configuration is available to close an event automatically when the last unit clears from the event, or to leave the event in an "awaiting closure" status.	HxGN OnCall Dispatch | Essentials
25	Call Handling / CAD Event Creation	Event Disposition	Provide the ability for system administrators to define disposition codes.	HxGN OnCall Dispatch | Viewer
26	Call Handling / CAD Event Creation	Event Classification and Prioritization	CAD user must select an appropriate event type from a pre-defined list of codes based on infromation provided by the caller.	HxGN OnCall Dispatch | Viewer
27	Call Handling / CAD Event Creation	Event Classification and Prioritization	In a multiple dispatch agency or jurisdiction environment, users can create multiple events with a single event entry (e.g. a shooting event type would create a law enforcement, EMS, and possibly a fire event).	HxGN OnCall Dispatch | Viewer
28	Call Handling / CAD Event Creation	Event Classification and Prioritization	A event can be created with only the location and event type code entered.	HxGN OnCall Dispatch | Viewer
29	Call Handling / CAD Event Creation	Event Classification and Prioritization	A user can upgrade or downgrade the event to fit the reported event by changing the priority or changing the event type for the event using update event.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
30	Call Handling / CAD Event Creation	Event Classification and Prioritization	Drop down lists of event types and event sub types are available to assist users in determining the best type codes for an event.	HxGN OnCall Dispatch | Viewer
31	Call Handling / CAD Event Creation	Event Classification and Prioritization	Users can use the call stacking feature in Call-Taker to interrupt the event creation process and save entered information, which may be applicable in situations such as to process a higher priority incoming event.	HxGN OnCall Dispatch | Call-Taker
32	Call Handling / CAD Event Creation	Event Classification and Prioritization	A warning notification is generated and appears to a user when stacked events still exist after a configured amount of time.	HxGN OnCall Dispatch | Call-Taker
33	Call Handling / CAD Event Creation	Event Classification and Prioritization	The number of partial events (stacked events) that can be stacked by a single role is administrator configurable system parameter.	HxGN OnCall Dispatch | Call-Taker
34	Call Handling / CAD Event Creation	Event Classification and Prioritization	Users can override the event priority for an agency using update event.	HxGN OnCall Dispatch | Viewer
35	Call Handling / CAD Event Creation	Event Classification and Prioritization	Dispatchers can preempt an assigned unit from an event and dispatch that unit to a higher priority event. Recommend unit can be configured to recommend assigned units to a higher priority event.	HxGN OnCall Dispatch | Essentials
36	Call Handling / CAD Event Creation	Event Classification and Prioritization	All active events (pending and assigned) are shown in appropriate administrator-configured event boards.	HxGN OnCall Dispatch | Call-Taker
37	Call Handling / CAD Event Creation	Event Classification and Prioritization	A user can select one of their partially completed events (stacked event) and complete the event entry.	HxGN OnCall Dispatch | Call-Taker
38	Call Handling / CAD Event Creation	Duplicate Events	The event chronology will show details of any events that have been marked as duplicate by a user.	HxGN OnCall Dispatch | Call-Taker

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
39	Call Handling / CAD Event Creation	Duplicate Events	During the create event process, a user can be shown a list of events that are nearby (configurable radius) to the event location for the event being created to assist the user to identify potential duplicate events.	HxGN OnCall Dispatch | Call-Taker
40	Call Handling / CAD Event Creation	Duplicate Events	Provide the ability for system administrators to change the nearby event search radius.	HxGN OnCall Dispatch | Advantage
41	Call Handling / CAD Event Creation	Duplicate Events	The following nearby event informaton is shown to users when nearby events are detected: - Event ID - Type of event - Location of the event - Status of the event	HxGN OnCall Dispatch | Viewer
42	Call Handling / CAD Event Creation	Duplicate Events	Users can create a new event and link the event to the primary event records (using cross reference event function) or, to merge any new information contained in a duplicate event into the main event record associated with the identified duplicate CAD event (duplicate event function).	HxGN OnCall Dispatch | Viewer
43	Call Handling / CAD Event Creation	Duplicate Events	Users can reopen events that they believe are duplicates of others. Once the event is reopened they can mark the event as duplicate and route the reopened event through the dispatch process.	HxGN OnCall Dispatch | Viewer
44	Call Handling / CAD Event Creation	Duplicate Events	Cross-reference events to the primary event records, leave both events open and provides a link to other cross referenced event.	HxGN OnCall Dispatch | Viewer
45	Call Handling / CAD Event Creation	Event Information	The minimal data required to create an event is event location and event type.	HxGN OnCall Dispatch | Viewer
46	Call Handling / CAD Event Creation	Event Information	Once an event is created with a minimum of event location and event type it can be dispatched.	HxGN OnCall Dispatch | Essentials
47	Call Handling / CAD Event Creation	Event Information	Once an event is created it can be updated (update event) by the same calltaker or other users when additional information is obtained.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
48	Call Handling / CAD Event Creation	Event Information	ANIALI standard interfaces are provided and if connected are used to populate the create event form with data from the ANIALI interface.	HxGN OnCall Dispatch | Call-Taker
49	Call Handling / CAD Event Creation	Event Information	Users have the ability to enter unlimited event comments within an event. The event comments have a wrap-around feature.	HxGN OnCall Dispatch | Viewer
50	Call Handling / CAD Event Creation	Event Information	ANIALI data can be used to automatically populate caller details for an event. ANIALI updates can also update the event while in create mode providing the calltaker with the latest ANIALI information	HxGN OnCall Dispatch | Call-Taker
51	Call Handling / CAD Event Creation	Determining Capture Locations	HxGN OnCall Dispatch provides a range of standard ANIALI interface configurations that can be used to update key information in the CAD event form such as event location, caller phone number, call source and caller location.	HxGN OnCall Dispatch | Call-Taker
52	Call Handling / CAD Event Creation	Determining Capture Locations	ANIALI updates can be received in OnCall Dispatch and will insert key data into the event entry form. The system can be configured to prompt the user that update ANIALI is received if they want to update the form.	HxGN OnCall Dispatch | Call-Taker
53	Call Handling / CAD Event Creation	Location Verification	OnCall uses geospatial services to conduct location verifications. The results of how a location is verified and presented to the OnCall users is dependent on the external geospatial services configured.	HxGN OnCall Dispatch | Viewer
54	Call Handling / CAD Event Creation	Location Verification	Once ANIALI information is populated on the create event form a user can modify this information if it is not correct.	HxGN OnCall Dispatch | Call-Taker
55	Call Handling / CAD Event Creation	Location Verification	The event location that is entered by a user is verified against the geocoding service that is configured in OnCall Dispatch.	HxGN OnCall Dispatch | Viewer
56	Call Handling / CAD Event Creation	Location Verification	The location verification process can provide various suggestions of correct locations if the configured geocoding service provides this information.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
57	Call Handling / CAD Event Creation	Location Verification	Customers can configure common place names with the system which can be used as aliases for common locations.	HxGN OnCall Dispatch | Viewer
58	Call Handling / CAD Event Creation	Location Verification	GIS administrators can create map layers to indicate jurisdictional boundaries which can be shown as overlays on the CAD map, and users can toggle these overlays on and off as needed.	HxGN OnCall Dispatch | Viewer
59	Call Handling / CAD Event Creation	Location Verification	A user can enter an event location that is unverifiable (location does not exist in geocoder) and manually enter agency response details such as agency and beat and accept the event which can then be dispatched based on the manual agency response data entered.	HxGN OnCall Dispatch | Viewer
60	Call Handling / CAD Event Creation	Location Verification	A user can enter part of a location and the system will try to verify this against the configured geospaital services and present potential matches to the user.	HxGN OnCall Dispatch | Viewer
61	Call Handling / CAD Event Creation	Location Verification	A user can enter an event comment as a reason why they entered an unverified location and overrode the agency response.	HxGN OnCall Dispatch | Viewer
62	Call Handling / CAD Event Creation	Location Verification	During event creation once the event location is verified it will appear on the CAD map so the call-taker can see the location in relation to other active events on the system's map.	HxGN OnCall Dispatch | Viewer
63	Call Handling / CAD Event Creation	Retrieve Incoming Calls	Systems with an ANIALI interface configued can transfer the ALI data form the telephony system onto the call-taker event entry form into appropriate fields when it is recevied.	HxGN OnCall Dispatch | Call-Taker
64	Call Handling / CAD Event Creation	Retrieve Incoming Calls	The callers phone number will be populated in the callers phone number field on calltaker form while in create event mode if supplied by connected ANIALI interface.	HxGN OnCall Dispatch | Call-Taker

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Item #	Section	Category	HxGN OnCall Capability	Product Name
65	Call Handling / CAD Event Creation	Retrieve Incoming Calls	The callers name will be populated in the callers name field on calltaker form while in create event mode if supplied by connected ANIALI interface.	HxGN OnCall Dispatch | Call-Taker
66	Call Handling / CAD Event Creation	Retrieve Incoming Calls	The callers location and event location fields will be populated with the location supplied by ANIALI if its supplied via a connected ANIALI interface.	HxGN OnCall Dispatch | Viewer
67	Call Handling / CAD Event Creation	Involved Person Information	Calltakers can add Supplemental Information related to an individual associated with an event, this includes: Age, Date of Birth, Eye Color, Hair color, Height, Name, Operators License Number, Operators License State, Race, Sex, Weight, Additional remarks (e.g. clothing description, scars/marks/tattoos)	HxGN OnCall Dispatch | Viewer
68	Call Handling / CAD Event Creation	Involved Person Information	An automatic local, state and federal query can be executed upon entry of supplemental information about an individual associated with an event, if the minimum required fields contain enough data to conduct the query in relevant configured systems.	HxGN OnCall Dispatch | Informer
69	Call Handling / CAD Event Creation	Involved Person Information	Results from external queries on the involved person, like by Informer, will be shown to the user and associated with the created event.	HxGN OnCall Dispatch | Informer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
70	Call Handling / CAD Event Creation	Involved Person Information	Hit detection is a configured feature that provides a visual indicator of responses that match the configured hit detection element(s).	HxGN OnCall Dispatch | Informer
71	Call Handling / CAD Event Creation	Involved Vehicle Information	Results from external queries on the involved vehicle will be shown to the user and associated with the created event.	HxGN OnCall Dispatch | Informer
72	Call Handling / CAD Event Creation	Involved Vehicle Information	Hit detection is a configured feature that provides a visual indicator of responses that match the configured hit detection element(s).	HxGN OnCall Dispatch | Informer
73	Call Handling / CAD Event Creation	Involved Vehicle Information	Via configurable capabilities in supplemental information the system is capable of collecting varying information about a vehicle i.e. License Plate, License plate state, License plate state, VIN.	HxGN OnCall Dispatch | Informer
74	Call Handling / CAD Event Creation	Involved Vehicle Information	An automatic local, state and federal query can be executed, upon entry of supplemental information about a vehicle to various configured databases. Minimum information for these transactions are defined by each entity that are part of the query definition.	HxGN OnCall Dispatch | Informer
75	Call Handling / CAD Event Creation	Location Flags	When contact management is enabled a user can see a list of previous events (configurable amount of time) that have been created for the callers phone number, callers address and callers name. This is shown in caller flags section of calltaker form	HxGN OnCall Dispatch | Viewer
76	Call Handling / CAD Event Creation	Location Flags	Caller flags section in calltaker form will show a list of previous events based on the callers location.	HxGN OnCall Dispatch | Viewer
77	Call Handling / CAD Event Creation	Location Flags	Contact management allows customers to add Known Caller information within the administration tool. Known caller information are notes based on a callers name, callers phone number or callers location and this inofrmation if presented to the user in caller flags section if there are matches.	HxGN OnCall Dispatch | Viewer

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Item #	Section	Category	HxGN OnCall Capability	Product Name
78	Call Handling / CAD Event Creation	Event Creation	A user can create an event with just the event location and event type to quickly pass the event to the dispatcher for urgent dispatch needs, and then continue to update the event as additional information is gathered from the reporting party.	HxGN OnCall Dispatch | Viewer
79	Call Handling / CAD Event Creation	Event Creation	If an event requires multiple agencies and/or services to be dispatched, events are created with appropriate unique event numbers for each agency. The multiple events created are all linked together to share the event information.	HxGN OnCall Dispatch | Viewer
80	Call Handling / CAD Event Creation	Agency Response	CAD events store the deployment (agency and response area) assignments with the event and this can be viewed as part of the event chronology.	HxGN OnCall Dispatch | Viewer
81	Call Handling / CAD Event Creation	Agency Response	Once a new CAD event's location is verified and event type code entered, the system will use the relevant geofile to identify the appropriate service agencies that need to handle the event.	HxGN OnCall Dispatch | Viewer
82	Call Handling / CAD Event Creation	Agency Response	A user can manually add agency response information while creating an event if the location cannot be verified, or the response information determined by the system can be edited to override it for this event if necessary.	HxGN OnCall Dispatch | Viewer
83	Call Handling / CAD Event Creation	Agency Response	Once an event has been created, it is shown to dispatchers who are covering the agency and area that the event was created within.	HxGN OnCall Dispatch | Viewer
84	Call Handling / CAD Event Creation	Event Coverage	A dispatchers pending event board can be configured to show in priority order and chronological order.	HxGN OnCall Dispatch | Viewer
85	Dispatch Support	Response Plans	Allow for dynamic and fixed/static response plans to be defined and recommended for assignment to an event.	HxGN OnCall Dispatch | Essentials
86	Dispatch Support	Response Plans	Allow for unlimited alarm levels for an event.	HxGN OnCall Dispatch | Essentials

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Item #	Section	Category	HxGN OnCall Capability	Product Name
87	Dispatch Support	Response Plans	Allow for the use of primary and secondary capabilities in the definition and subsequent recommendation of resources for an event.	HxGN OnCall Dispatch | Essentials
88	Dispatch Support	Response Plans	Allow for recommendation to be by resource type, capabilities/attributes, station and/or deployment assignment, or equipment	HxGN OnCall Dispatch | Essentials
89	Dispatch Support	Response Plans	Allow for recommendation to be by personnel capabilities/skills.	HxGN OnCall Dispatch | Essentials
90	Dispatch Support	Response Plans	Allow for assignment to include resource/unit groups made up of individual units that are dispatched as a single team	HxGN OnCall Dispatch | Essentials
91	Dispatch Support	Response Plans	Allow for response plan assignment based upon location.	HxGN OnCall Dispatch | Essentials
92	Dispatch Support	Response Plans	Allow utilization of real-time locations of units (AVL) to be used for determining recommendation of units.	HxGN OnCall Dispatch | Essentials
93	Dispatch Support	Response Plans	Allow for response plans to be defined at the agency level.	HxGN OnCall Dispatch | Essentials
94	Dispatch Support	Response Plans	Allow for unit assignment based on time or distance to the event.	HxGN OnCall Dispatch | Essentials
95	Dispatch Support	Response Plans	Allow for adjustable plans that are based on time of day, day of week, or month.	HxGN OnCall Dispatch | Essentials
96	Dispatch Support	Run Cards / Response Plans	Allow for conditions to be used to determine responses, including date / time range, units already assigned or recommend, agency defined parameters	HxGN OnCall Dispatch | Essentials
97	Dispatch Support	Run Cards / Response Plans	Allow for responses to be requested in an ad hoc or on demand fashion	HxGN OnCall Dispatch | Essentials
98	Dispatch Support	Run Cards / Response Plans	Allow for a balance of alarm to be performed for any requirements added in an ad hoc fashion, to determine whether the next alarm level response has been filled with those resources already added	HxGN OnCall Dispatch | Essentials

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Item #	Section	Category	HxGN OnCall Capability	Product Name
99	Dispatch Support	Run Cards / Response Plans	Allow for response plans to be nested in other response plans	HxGN OnCall Dispatch | Essentials
100	Dispatch Support	Dispatch Alarm Levels	Allow for adjustable numeric dispatch/alarm levels	HxGN OnCall Dispatch | Administrator
101	Dispatch Support	Dispatch Alarm Levels	Allow for an unlimited number of dispatch/alarm levels	HxGN OnCall Dispatch | Administrator
102	Dispatch Support	Dispatch Alarm Levels	Enable adjustable dispatch levels to be individually activated (e.g. a fire response plan would change to Level 2, and an ALS response would change to a Level 3, or all plans could change to a defined level).	HxGN OnCall Dispatch | Administrator
103	Dispatch Support	Dispatch Alarm Levels	Have an easily viewable method to review current dispatch levels.	HxGN OnCall Dispatch | Administrator
104	Dispatch Support	Dispatch Alarm Levels	Display indication to the dispatcher of what is missing from a recommmended response to an event, e.g. two engines out of the needed four.	HxGN OnCall Dispatch | Advantage
105	Dispatch Support	Resource Attributes	Provide method to assign multiple capabilities/attributes to units, including at a minimum, type, equipment and agency-defined attributes	HxGN OnCall Dispatch | Viewer
106	Dispatch Support	Resource Attributes	Provide method to assign multiple capabilities/skills to personnel.	HxGN OnCall Dispatch | Viewer
107	Dispatch Support	Resource Attributes	Provide ability to search for units or personnel capabilities on the fly.	HxGN OnCall Dispatch | Viewer
108	Dispatch Support	Resource Attributes	Provide method to assign personnel to multiple units (e.g. shared crew)	HxGN OnCall Dispatch | Viewer
109	Dispatch Support	Unit Load Balancing	Allow for unit load balancing based on max time in status, minimum total event time, max available time in station, minimum unavailable time, minimum total events and minimimum transports.	HxGN OnCall Dispatch | Administrator
110	Dispatch Support	Unit Load Balancing	Provide response plans that can be configured based upon rules by the agency.	HxGN OnCall Dispatch | Essentials
111	Dispatch Support	Resource Availability	Provide the ability to indicate a unit is conditionally available i.e. available on scene.	HxGN OnCall Dispatch | Essentials

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Item #	Section	Category	HxGN OnCall Capability	Product Name
112	Dispatch Support	Resource Availability	Use the event type and location combined with the type, status and location of the unit to determined unit recommendations	HxGN OnCall Dispatch | Essentials
113	Dispatch Support	Resource Availability	Provide unit recommendations that can be overridden by the dispatcher.	HxGN OnCall Dispatch | Essentials
114	Dispatch Support	Special Dispatch Areas	Define special dispatch areas and assign each a unique identifier.	HxGN OnCall Dispatch | Administrator
115	Dispatch Support	Special Dispatch Areas	Assign a special dispatch area identifiers to locations at the agency level.	HxGN OnCall Dispatch | Administrator
116	Dispatch Support	Special Dispatch Areas	Specify a non-standard response for a location identified as a special dispatch area.	HxGN OnCall Dispatch | Administrator
117	Dispatch Support	Special Dispatch Areas	Define non-standard responses as being applicable only during certain days of the week and/or times of the day	HxGN OnCall Dispatch | Administrator
118	Dispatch Support	Special Dispatch Areas	Standard response will be used if no special dispatch areas are applicable.	HxGN OnCall Dispatch | Administrator
119	Dispatch Support	Event Triage	The HxGN OnCall | ProQA Interface for Paramount application is a protocol-based product that provides a standard certified set of determination questions and answers that Police, Fire and EMS can use to identify the necessary resources required when responding to an event. Key Features of the integrated components include: Multi-discipline launching, Pre-alerts, Transfer of location information to OnCall | Call-Taker Configured to spill key questions into the Event information remarks field	HxGN OnCall Dispatch | Call-Taker HxGN OnCall Dispatch | ProQA interface and third party
120	Dispatch Support	Broadcast (BOLO)	Support creation and distribution of a broadcast, aka BOLO.	HxGN OnCall Dispatch | Advantage
121	Dispatch Support	Broadcast (BOLO)	Provide fields in the broadcast/BOLO to include necessary information, including type or nature of the broadcast, expiration date, broadcast subject, person information, vehicle information, and attachments.	HxGN OnCall Dispatch | Advantage

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Item #	Section	Category	HxGN OnCall Capability	Product Name
122	Dispatch Support	Broadcast (BOLO)	Provide a field to enter narrative text for the broadcast.	HxGN OnCall Dispatch | Advantage
123	Dispatch Support	Broadcast (BOLO)	Provide a means for the broadcast/BOLO to be searchable and printable.	HxGN OnCall Dispatch | Viewer
124	Dispatch Support	Broadcast (BOLO)	Record the initial broadcast creation plus any additional edits.	HxGN OnCall Dispatch | Advantage
125	Dispatch Support	Unit Dispatch	Have the optional ability to assign a dispatch number to each unit responding to the event.	HxGN OnCall Dispatch | Essentials
126	Dispatch Support	Unit Dispatch	Assign an event or case number to each agency responding to the event.	HxGN OnCall Dispatch | Viewer
127	Dispatch Support	Unit Dispatch	Capture every time stamp associated with each unit's response and status change related to the event.	HxGN OnCall Dispatch | Essentials
128	Dispatch Support	Unit Dispatch	Capture all status changes and their times for non-event related activities (i.e. out of service, in service).	HxGN OnCall Dispatch | Essentials
129	Dispatch Support	Resource Alerting	Notify a Mobile user if they have been assigned to an event.	HxGN OnCall Dispatch | Mobile Unit HxGN OnCall Dispatch | Mobile Responder

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Item #	Section	Category	HxGN OnCall Capability	Product Name
131	Dispatch Support	Resource Alerting	OnCall Dispatch | Notifications provides connectivity between the dispatching environment and multiple internal and external communication endpoints. It allows for the definition of customer specific rules for notifying interested parties based on activities in the CAD system. These include a third-party paging controller, email application and SMS text. Dependent on the protocol supported by the system, OnCall | Notifications use either SNPP level 1 (Simple Network Paging Protocol), SMTP (Simple Mail Transfer Protocol), or WCTP (Wireless Communication Transfer Protocol). An additional option available in device notifications is to integrate with the Twilio API to support SMPP protocol to send SMS messages to defined users and user groups. The interface to the Twilio API requires the customer have a Twilio account and transaction charges will apply based on their specific transaction volumes.	HxGN OnCall Dispatch | Notifications and third party
133	Resource / Unit Management	Relocating Units (Move Ups)	Initiate move ups based on user defined manual criteria.	HxGN OnCall Dispatch | Essentials
134	Resource / Unit Management	Unit Personnel	Personnel can be allocated to a unit before or after it is assigned to an event, and all modifications to staffing are recorded in unit history.	HxGN OnCall Dispatch | Essentials
135	Resource / Unit Management	Shared Crew	Utilize the capabilities/skills of personnel to establish the best possible resource allocation based on prioritized needs for the response.	HxGN OnCall Dispatch | Advantage
136	Resource / Unit Management	Shared Crew	Set a unit's status to out of service if its crew is shared with another unit that is assigned to an event.	HxGN OnCall Dispatch | Essentials
138	Resource / Unit Management	Additional Unit Status	Provide the ability to customize statuses needed to reflect a unit's status or activity on an event, i.e.for unit readiness or during patient care.	HxGN OnCall Dispatch | Essentials

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Item #	Section	Category	HxGN OnCall Capability	Product Name
139	Resource / Unit Management	Additional Unit Status	Provide a method to add criteria to an event that indicates a response priority (i.e. lights and siren or non-emergency mode).	HxGN OnCall Dispatch | Essentials
140	Resource / Unit Management	Additional Unit Status	Provide a method to specify and display a unit's capability or attribute.	HxGN OnCall Dispatch | Essentials
141	Resource / Unit Management	Unit Groups	Allow the dispatcher to group units, for example into a task force or strike team	HxGN OnCall Dispatch | Essentials
142	Resource / Unit Management	Unit Groups	Record the resources associated to a unit group in each unit's history, plus individually record all unit's activities while associated to the unit group.	HxGN OnCall Dispatch | Essentials
143	Resource / Unit Management	Lineups	Provide the capability to create a lineup as a roster to associate personnel to a unit, or associate a vehicle to a unit, to facilitate on/off duty transactions.	HxGN OnCall Dispatch | Administrator
144	Resource / Unit Management	Lineups	Allow the dispatcher to adjust the unit roster details and/or assignments (i.e. on-the-fly, during shifts, and above normal complements).	HxGN OnCall Dispatch | Essentials
145	Resource / Unit Management	Mileage Tracking	Provide ability to capture beginning and ending mileage for individual transports, including the ability to make it required.	HxGN OnCall Dispatch | Advantage
146	Resource / Unit Management	Mileage Tracking	Routing service providers can be configured within OnCall, and then used to generate route calculation to supplement driving directions.	HxGN OnCall Dispatch | Viewer
147	Resource / Unit Management	Hydrant Location and Status	Provide the ability to display hydrant locations and related info on the map, provided they are available in the GIS source.	HxGN OnCall Dispatch | Viewer
148	Resource / Unit Management	Unit Dispositions	Enable the CAD administrator to define a list of available unit dispositions by agency.	HxGN OnCall Dispatch | Administrator
149	Resource / Unit Management	Unit Dispositions	Require a disposition based on event type by agency.	HxGN OnCall Dispatch | Administrator
150	Resource / Unit Management	Unit Dispositions	Enable assisting units to report one or more dispositions for an event.	HxGN OnCall Dispatch | Essentials
151	Resource / Unit Management	Unit Dispositions	Facilitate the recording of dispositions by the dispatcher or the field unit if Mobile-equipped.	HxGN OnCall Dispatch | Essentials

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Item #	Section	Category	HxGN OnCall Capability	Product Name
152	Resource / Unit Management	Unit Dispositions	Provide ability to include a multiplication factor for each disposition when multiple instances of the same disposition apply (e.g. 10 traffic summons written could be recorded using a single disposition of “traffic summons issued,” times 10).	HxGN OnCall Dispatch | Essentials
153	Resource / Unit Management	Unit Dispositions	Dispositions should be optional if agency policy does not require the use of dispositions.	HxGN OnCall Dispatch | Essentials
154	Resource / Unit Management	Geo-fencing	Provide geo-fence creation tools that allow the use of polygons, circles, ellipses, and rectangles.	HxGN OnCall Dispatch | Advantage
155	Resource / Unit Management	Geo-fencing	Display details about the geo-fence to aid in identification, location and purpose.	HxGN OnCall Dispatch | Advantage
156	Resource / Unit Management	Geo-fencing	Facilitate the creation of multiple, coexisting, overlapping geo-fences.	HxGN OnCall Dispatch | Advantage
157	Resource / Unit Management	Geo-fencing	Support unique geo-fence names and each geo-fence be visually distinct.	HxGN OnCall Dispatch | Advantage
158	Resource / Unit Management	Geo-fencing	Generate an alert whenever a unit enters and/or exits a geo-fence.	HxGN OnCall Dispatch | Viewer
159	Resource / Unit Management	Geo-fencing	Include alerts that consist of: o Unique visual and audible identification o Resource identification o Geo-fence Identification o Current resource position o Timestamps of entry and exit of geo-fence areas o Ability to clear alerts and history from view while maintaining historic records as needed	HxGN OnCall Dispatch | Viewer
160	Resource / Unit Management	Geo-fencing	The system uses message templates where the Adminstrator can define geofence messages or common messages in advance. Depending on the configuration, notifications may be sent to all agency employees when an agency event or unit interacts with a geofence.	HxGN OnCall Dispatch | Administrator

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Item #	Section	Category	HxGN OnCall Capability	Product Name
161	Resource / Unit Management	Station Dispatch	Provide the capability to dispatch a fire and/or EMS station to an event regardless of the number of units or personnel that station has assigned to it or on duty.	HxGN OnCall Dispatch | Essentials
162	Resource / Unit Management	Unit Updates	Provide the ability to account for the number of personnel currently staffed on the unit.	HxGN OnCall Dispatch | Viewer
163	Resource / Unit Management	Unit Updates	Allow system supervisors and other authorized users the ability to modify vehicle and resource capabilities, as required, without adversely impacting the system (i.e. without having to shut the system down).	HxGN OnCall Dispatch | Viewer
164	Resource / Unit Management	Unit Updates	Allow easy modifications to unit capabilities to accommodate frequent changes throughout the day.	HxGN OnCall Dispatch | Viewer
165	Resource / Unit Management	Unit Updates	Define units having multiple capabilities/attributes, and attributes should be reflected as multiple types (e.g. a Quint, pumper, or ladder).	HxGN OnCall Dispatch | Essentials
166	Resource / Unit Management	Unit Updates	Recommend resources based on the appropriate type (e.g. a “Quint” may be recommended as either a pumper or a ladder truck).	HxGN OnCall Dispatch | Essentials
167	Resource / Unit Management	Unit Updates	Allow the dynamic entry of personnel staffing specific units/apparatus.	HxGN OnCall Dispatch | Viewer
168	Resource / Unit Management	Unit Updates	Allow for identifying vehicle ID in addition to unit radio call sign (unit ID) for a unit	HxGN OnCall Dispatch | Viewer
169	Resource / Unit Management	Alternate Unit Recommend	Notify the dispatcher in the case of a unit becoming available that is closer to an event in which the currently assigned unit is still enroute and farther away.	HxGN OnCall Dispatch | Resource Management
170	Resource / Unit Management	Post-Dispatch Response Re-evaluation	Provide ability to configure the system to recommend an alternative resource that may be closer than one already assigned, and subsequently provide option to preempt the original unit.	HxGN OnCall Dispatch | Resource Management

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
171	Event Management	Event Data Display	Display event data on the Dispatch screen after being selected by the dispatcher. All event data be accessible to the dispatcher.	HxGN OnCall Dispatch | Viewer
172	Event Management	Event Data Display	Provide methods for the dispatcher to view premise information about the event (e.g. past event history, hazards, persons of interest)	HxGN OnCall Dispatch | Viewer
173	Event Management	Event Data Display	Notify (automatically) the dispatcher of updates to an event, including indicators for the information updated.	HxGN OnCall Dispatch | Viewer
174	Event Management	Event Data Display	Highlight updated information that is easily discernible from the previously read data	HxGN OnCall Dispatch | Viewer
175	Event Management	Event Data Display	Present an audible and/or visual indication to the dispatcher when an event is updated by another source such as a call taker, another dispatcher, or a field unit.	HxGN OnCall Dispatch | Viewer
176	Event Management	Event Data Display	Provide, upon receipt of an update, a method of ease, such as clicking the notification, that an event that has been updated.	HxGN OnCall Dispatch | Viewer
177	Event Management	Event Data Display	Remove events as they are closed from the event display and the map, without additional interaction from the dispatcher.	HxGN OnCall Dispatch | Viewer
178	Event Management	Update Event Status	Provide the capability to record supplemental information updates in the event as it is received from callers, field resources and other sources.	HxGN OnCall Dispatch | Viewer
179	Event Management	Update Event Status	Retain a copy of any information updated prior to the update for audit purposes.	HxGN OnCall Dispatch | Viewer
180	Event Management	Update Event Status	Provide a method to update the actual event type versus the reported event type.	HxGN OnCall Dispatch | Viewer
181	Event Management	Recommendation Updates	Ability to adjust the recommendation for the event once it has been updated causing a change to the needed resources.	HxGN OnCall Dispatch | Essentials

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
182	Event Management	Update Assigned Resources	Provide ability for the system to detect when a reduction in dispatch resources is required, and notify the dispatcher accordingly so that the unnecessary units can be preempted.	HxGN OnCall Dispatch | Resource Management
183	Event Management	Update Assigned Resources	Provide the capability to recommend adjusted or additional resources based upon associated modifications to the event (i.e. location, event type) based on response plan and/or agency policies.	HxGN OnCall Dispatch | Essentials
184	Event Management	Update Assigned Resources	Modifications made to the event are recorded in event history, along with any resource updates in unit history.	HxGN OnCall Dispatch | Viewer
185	Event Management	Update Assigned Resources	Record any changes to assigned resources to the event in the event and unit history.	HxGN OnCall Dispatch | Essentials
186	Event Management	External Resource Tracking	Allow the ability to divide the response area into multiple zones, based on agency-defined criteria, to ensure a quick response to the request.	HxGN OnCall Dispatch | Essentials
187	Event Management	Assign Units	Allow the assignment of units by using drag-and-drop and point-and-click pull-down menus.	HxGN OnCall Dispatch | Essentials
188	Event Management	Assign Units	Provide ability to preempt/remove all units from an event, causing that event to be placed back in the pending queue.	HxGN OnCall Dispatch | Essentials
189	Event Management	Assign Units	Recommend a unit that is unavailable only if agency policy permits units to be pre-empted for a higher priority event	HxGN OnCall Dispatch | Essentials
190	Event Management	Assign Units	Provide the ability to assign one or more units to an event with a single command.	HxGN OnCall Dispatch | Essentials
191	Event Management	Assign Units	Provide the ability to dynamically, and without user intervention, change the unit recommendation if relevant event information changes (i.e. type, location, alarm level).	HxGN OnCall Dispatch | Essentials
192	Event Management	Assign Units	Provide the ability to preempt/remove a unit from an event assignment. If the only unit assigned, the event will be returned to the pending queue.	HxGN OnCall Dispatch | Essentials

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
193	Event Management	Assign Units	Provide the ability to assign or add multiple units to a event with a single command.	HxGN OnCall Dispatch | Essentials
194	Event Management	Assign Units	Provide the ability to assign a single unit to multiple events.	HxGN OnCall Dispatch | Essentials
195	Event Management	Assign Units	Provide the ability to hold a event for a specific unit.	HxGN OnCall Dispatch | Essentials
196	Event Management	Assign Units	Allow the dispatcher to override the system recommended units and assign other units.	HxGN OnCall Dispatch | Essentials
197	Event Management	Update Event	Audit information such as date, time, user ID, position are logged with each update to an event.	HxGN OnCall Dispatch | Viewer
198	Event Management	Update Event	A dispatcher can view event information using the Event Panel for Call-Taker form.	HxGN OnCall Dispatch | Viewer
199	Event Management	Update Event	Additional information can be added to an event before it is closed. A closed event can only have comments added, if additional informaton is needed to be added to the event then the event must be re-opened.	HxGN OnCall Dispatch | Viewer
200	Event Management	Update Event	Users can sort comments in chronological or reverse chronological order.	HxGN OnCall Dispatch | Viewer
201	Event Management	Update Event	Command line functions can be used to select an event for update that a unit is assgined to.	HxGN OnCall Dispatch | Viewer
202	Event Management	Update Event	An event can be updated simultaneously by multiple users at the same time. This includes dispatcher, calltakers and mobile users.	HxGN OnCall Dispatch | Viewer
203	Event Management	Update Event	Users can add event comments to closed events at the same time. A closed event needs to be re-opened if users need to update other event information.	HxGN OnCall Dispatch | Viewer
204	Event Management	Update Event	A user is alerted when an event they are updating has been closed. The user would need to re-open the event to make their update.	HxGN OnCall Dispatch | Viewer
205	Event Management	RMS Integration	Facilitate an interface to an RMS to allow the transfer and tracking of event data.	HxGN OnCall Dispatch | CAD Link

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
206	Event Management	RMS Integration	Coordinate the assignment of RMS incident/case numbers through a configurable list maintained in the CAD system.	HxGN OnCall Dispatch | Viewer
207	Event Management	RMS Integration	Provide the ability for the dispatcher to request the RMS incident/case number at any point during the event or after the event has been closed.	HxGN OnCall Dispatch | Viewer
208	Event Management	RMS Integration	Provide the ability to transfer data prior to the normal chronological transfer point to request an RMS incident/case number when needed.	HxGN OnCall Dispatch | Viewer
209	Event Management	Display Updated Event Data	Users are notified via visual and/or audible indication when information is added or changed to an event they are viewing.	HxGN OnCall Dispatch | Viewer
210	Event Management	Display Updated Event Data	User ID is recorded for eventy event comment added to an event. The user ID can be seen in event chronology.	HxGN OnCall Dispatch | Viewer
211	Event Management	Display Updated Event Data	Events that have been updated are shown highlighed in event boards.	HxGN OnCall Dispatch | Viewer
212	Event Management	Display Updated Event Data	Event Panel shows main event information for a selected event. A user can select tabs from within the event panel to see other related event information.	HxGN OnCall Dispatch | Viewer
213	Event Management	Reopen Event	Allow a closed event to be reopened, and record date/time, user and reason for reopening.	HxGN OnCall Dispatch | Viewer
214	Event Management	Reopen Event	An indicator is how to the user that the event is closed when attempting to add information to a closed event.	HxGN OnCall Dispatch | Viewer
215	Event Management	Reopen Event	Provide the ability to add comments to a event without reopening the original event.	HxGN OnCall Dispatch | Viewer
216	Event Management	Reopen Event	Users can re-open closed events and assign units.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
217	Event Management	Reopen Event	Users can cross reference or duplciate a closed event.	HxGN OnCall Dispatch | Advantage
218	Event Management	Add Destination Locations	Have the ability to record locations of all units assigned to the event, including any changes made to the unit during the life of the event	HxGN OnCall Dispatch | Advantage
219	Event Management	Hospital Status / Availability and Hospital Recommendation	Specify hospitals or other transport locations are in a diversion status, and provide alternate recommendations.	HxGN OnCall Dispatch | Scheduling & Facilities Management
220	Event Management	Linking an Audio File to a CAD Event	Audio files can be attached to a CAD event.	HxGN OnCall Dispatch | Viewer
222	Event Management	Multiple Simultaneous Events to Single Unit	Allow a dispatcher to hold or queue events to a unit, whether it is logged on or not.	HxGN OnCall Dispatch | Essentials
223	Event Management	Multiple Simultaneous Events to Single Unit	Provide a method to specify which events can be held or queued to a unit.	HxGN OnCall Dispatch | Essentials
224	Event Management	Multiple Simultaneous Events to Single Unit	Allow multiple events to be held for a single unit.	HxGN OnCall Dispatch | Essentials
225	Event Management	Multiple Simultaneous Events to Single Unit	Record in the event's history when it is placed on hold.	HxGN OnCall Dispatch | Essentials
226	Event Management	Multiple Simultaneous Events to Single Unit	Apply timers to all held events and alert the dispatcher when a held event has exceeded the allowable time in a held status.	HxGN OnCall Dispatch | Essentials
227	Event Management	Multiple Simultaneous Events to Single Unit	Provide dispatchers with the ability to pre-empt a unit and dispatch the unit to another event. If all units are removed from the original event, then it be placed back in Pending status.	HxGN OnCall Dispatch | Essentials
228	Event Management	Scheduled Events	Provide the ability to schedule the event for future dispatch.	HxGN OnCall Dispatch | Viewer
229	Event Management	Scheduled Events	Be capable of displaying a list of all scheduled events.	HxGN OnCall Dispatch | Viewer
230	Event Management	Scheduled Events	Provide the ability for authorized users to activate a scheduled event at any time.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
231	Event Management	Scheduled Events	Provide the ability to update the scheduled event, including event details and schedule date and time.	HxGN OnCall Dispatch | Viewer
232	Event Management	Secondary Event Location	Provide the ability record responding unit has arrived at a secondary location, i.e. a staging area, associated with the primary event location.	HxGN OnCall Dispatch | Resource Management
233	Event Management	Secondary Event Location	Provide the ability to assign the unit to the secondary locaiton without clearing the unit from the event.	HxGN OnCall Dispatch | Resource Management
234	Event Management	Secondary Event Location	Record that the secondary location was added to the event, including the date and time.	HxGN OnCall Dispatch | Resource Management
235	Event Management	Single Discipline Event to a Combined Discipline Event	Provide the ability to add another agency's response to an event.	HxGN OnCall Dispatch | Essentials
236	Event Management	Single Discipline Event to a Combined Discipline Event	Provide the ability to assign an agency specific event number to the event for each agency responding.	HxGN OnCall Dispatch | Essentials
237	Event Management	Single Discipline Event to a Combined Discipline Event	Provide the ability to link added agency records with the initial event.	HxGN OnCall Dispatch | Essentials
238	Event Management	Single Discipline Event to a Combined Discipline Event	Provide the ability to share event information across multiple agencies responding to the same event.	HxGN OnCall Dispatch | Essentials
239	Event Management	Single Discipline Event to a Combined Discipline Event	Provide the ability to track the added resources for the duration of the event.	HxGN OnCall Dispatch | Essentials
240	Event Management	Timers	Have, and allow configuration of, multiple timers based on unit status and CAD event type, such as time in pending status, or time since last check-in.	HxGN OnCall Dispatch | Advantage
241	Event Management	Timers	Allow for users to manually place a timer alert on an event or a unit.	HxGN OnCall Dispatch | Advantage
242	Event Management	Timers	Timers should be able to be set with the following configuration: hh:mm:ss, mm:ss, or ss.	HxGN OnCall Dispatch | Advantage
243	Event Management	User Defined Status Timers	Have predefined timers that can be configured by the system administrator.	HxGN OnCall Dispatch | Advantage
244	Event Management	User Defined Status Timers	Provide the ability for the system administrator to create customized definable timers.	HxGN OnCall Dispatch | Advantage

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
245	Event Management	User Defined Status Timers	Record timer activity to the event history for event-related timers.	HxGN OnCall Dispatch | Advantage
246	Event Management	User Defined Status Timers	Produce both visual and audible alerts to the dispatcher when a timer is triggered.	HxGN OnCall Dispatch | Advantage
247	Supplemental Resource Request and Tracking	Request Supplemental Resource	Be able to define supplemental resources (i.e. rotational service companies) that may be requested as needed for services not available from the public safety agencies.	HxGN OnCall Dispatch | Essentials
248	Supplemental Resource Request and Tracking	Request Supplemental Resource	Provide capability to request and assign the supplemental resources based upon a combination of type of service needed, geographic proximity to the location of need, or a rotation of the providers for that type.	HxGN OnCall Dispatch | Essentials
249	Supplemental Resource Request and Tracking	Request Supplemental Resource	Be able to create a unique or supplemental unit designation in real time.	HxGN OnCall Dispatch | Essentials
250	Supplemental Resource Request and Tracking	Request Supplemental Resource	Be able to record the activities of unique or supplemental units in the same manner in which agency response units are tracked and their activities recorded.	HxGN OnCall Dispatch | Essentials
251	Supplemental Resource Request and Tracking	Request Supplemental Resource Rotation List	Provide multiple sources of contact for each authorized service company or provider.	HxGN OnCall Dispatch | Essentials
252	Supplemental Resource Request and Tracking	Request Supplemental Resource Rotation List	Record event related transactions for supplemental resources in event chronology.	HxGN OnCall Dispatch | Essentials
253	Supplemental Resource Request and Tracking	Enter and Update Supplemental Service Record	Accommodate selection from the defined service companies by rotation or upon request.	HxGN OnCall Dispatch | Essentials
254	Supplemental Resource Request and Tracking	Enter and Update Supplemental Service Record	Trigger the next service company in the rotation, when selected by rotation and upon creation of the record	HxGN OnCall Dispatch | Essentials
255	Event Disposition	Determine Event Status	Provide the ability to change the event status as the situation evolves or a resolution is achieved.	HxGN OnCall Dispatch | Essentials

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Item #	Section	Category	HxGN OnCall Capability	Product Name
256	Event Disposition	Determine Event Status	Using an OnCall mobile client a user can enter one or more disposition codes.	HxGN OnCall Dispatch | Mobile Unit
257	Event Disposition	Determine Event Status	Using OnCall mobile client a user can update the event they are assigned to.	HxGN OnCall Dispatch | Mobile Unit
258	Event Disposition	Utilize Event Management	Have the ability to dynamically update the event with comments, updates, status changes, and notifications.	HxGN OnCall Dispatch | Essentials
259	Event Disposition	Determine Report Functionality	Based on configured timers in Administrator paramters, the system can automatically transfer event data to an external RMS or third party.	HxGN OnCall Dispatch | CAD Link
260	Event Disposition	Record Disposition	Provide the ability to assign a disposition to the event.	HxGN OnCall Dispatch | Essentials
261	Event Disposition	Record Disposition	Provide for narrative to be added giving detail to the disposition.	HxGN OnCall Dispatch | Essentials
262	Event Disposition	Assign Agency-Specific Report Numbers	Assign an agency-specific report or case number—if a report is required, and if required by agency policy—in addition to the CAD event number, before the event data is transferred to the RMS.	HxGN OnCall Dispatch | Viewer
263	Event Disposition	Assign Agency-Specific Report Numbers	CAD Event numbers can be configured by administrators.	HxGN OnCall Dispatch | Administrator
264	CAD System Administration	Geospatial Services	Event locations and caller locations are verified against the supplied and configured geospatial services.	HxGN OnCall Dispatch | Viewer
265	CAD System Administration	Geospatial Services	As part of location verification process a list of potential address matches are presented to the user to assist in matching the correct address as supplied and configured in the geospatial service.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
266	CAD System Administration	Geospatial Services	Users can enter location using lat/long values and this values are processed against the geocoding service.	HxGN OnCall Dispatch | Viewer
267	CAD System Administration	Geospatial Services	Be capable of displaying coordinates anywhere on the map with mouse over.	HxGN OnCall Dispatch | Viewer
268	CAD System Administration	Geospatial Services	User of HxGN mobile products can have their locations shown on the CAD with using AVL.	HxGN OnCall Dispatch | Tracker
269	CAD System Administration	Geospatial Services	Map layers can be created and configured as overlays on the base OnCall map. This could include overlays such as jurisdiction boundaries or station boundaries.	HxGN OnCall Dispatch | Administrator
270	CAD System Administration	Geospatial Services	Once an event location is verified potential duplicates based on location are presented to the user.	HxGN OnCall Dispatch | Viewer
271	CAD System Administration	Security	OnCall Dispatch Administrator provides the ability to administer and control individual user access to the various modules, applications, functions, features, and data available within the CAD system.	HxGN OnCall Dispatch | Administrator
272	CAD System Administration	Security	Provide security to ensure that fire and EMS personnel do not have access to law events when CJIS data is restricted to only law enforcement user access.	HxGN OnCall Dispatch | Administrator
273	CAD System Administration	Security	Validate each user's credentials through a mandatory logon process before being granted access to any functions or data available within the CAD system.	HxGN OnCall Dispatch | Viewer
274	CAD System Administration	Security	Via a change user command, a user can replace an existing user to quickly log off the existing user and logon without the need to exit from CAD or re-start the CAD application (i.e. when two-factor authentication does not apply.)	HxGN OnCall Dispatch | Advantage

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
275	CAD System Administration	Security	Enable system administrators to create and maintain a centralized and indexed database containing information about each system user, including their unique user ID, password, contact information, and security profile.	HxGN OnCall Dispatch | Administrator
276	CAD System Administration	Security	Enable system administrators to define individual user access privileges and assign them to security groups.	HxGN OnCall Dispatch | Administrator
277	CAD System Administration	Security	Provide a method for authorized users to reset a user's password.	HxGN OnCall Dispatch | Administrator
278	CAD System Administration	Security	Limit access to the centralized user security database to only specifically authorized users.	HxGN OnCall Dispatch | Administrator
279	CAD System Administration	Security	Establish security profiles that are assigned to individual users or user groups based on personnel classifications (e.g. call taker, dispatcher, system administrator, supervisor).	HxGN OnCall Dispatch | Administrator
280	CAD System Administration	Security	Provide application and module level security that enables certain users to access specific CAD system functions and application modules, while keeping other users from accessing these same functions and modules.	HxGN OnCall Dispatch | Administrator
281	CAD System Administration	Security	Provide data entry form security that enables certain users to access specific data entry forms, while keeping other users from accessing these same data entry forms.	HxGN OnCall Dispatch | Administrator
282	CAD System Administration	Security	Provide event security to restrict access to event information to selected users, user groups, or both.	HxGN OnCall Dispatch | Advantage
283	CAD System Administration	Security	Restrict access to specific transaction types (e.g. criminal history queries to NCIC), while keeping other users from accessing these same transaction types.	HxGN OnCall Dispatch | Administrator
284	CAD System Administration	Security	Facilitate the use of unique user IDs and passwords to control CAD system access and privileges.	HxGN OnCall Dispatch | Administrator

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
285	CAD System Administration	Security	Limit access to system functions and data by user ID.	HxGN OnCall Dispatch | Administrator
286	CAD System Administration	Security	The ability to provide the ability to “lock out” a user after a system administrator defined number of failed attempted logons would be granted at the enterprise level not at the application level.	HxGN OnCall Dispatch | Administrator
287	CAD System Administration	Security	Require users to change their individual password after a system administrator configurable time limit for use of the same password expires or a set time period (e.g. 90 days).	HxGN OnCall Dispatch | Administrator
288	CAD System Administration	Security	Provide the ability for individual system users to change their passwords.	HxGN OnCall Dispatch | Viewer
289	CAD System Administration	Security	Provide the capability for individual user name change (e.g. getting married) and keep a link to historical data.	HxGN OnCall Dispatch | Administrator
290	CAD System Administration	Logging	Include a transaction audit database that contains relevant system transactions that includes the logon identification (i.e. user ID and session ID), date and time stamp.	HxGN OnCall Dispatch | Advantage
291	CAD System Administration	Logging	Enable authorized on premises system users to create formatted reports and/or export the results of transaction audit database queries and searches.	HxGN OnCall Analytics | Dispatch Essentials
292	CAD System Administration	Logging	Event Chronology stores event information on open/active/closed events, including the transaction’s date and time stamp, the user and session ID.	HxGN OnCall Dispatch | Advantage
293	CAD System Administration	Logging	History is captured and stored for both messages and external queries generated in the system, including the date/time stamp, user ID and content of each.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
294	CAD System Administration	Logging	System configuration and modifications performed by the system administrator are captured in the audit table, including the date/time stamp, user ID, and modification made.	HxGN OnCall Dispatch | Viewer
295	CAD System Administration	Logging	Store the date, time, user ID associated with unsuccessful sign-on attempts.	HxGN OnCall Dispatch | Viewer
296	CAD System Administration	Configuration	Provide utilities that enable authorized personnel to configure aspects of the system to meet the requirements of the agencies using the system, including parameters, command lines, screen layouts, and dialog definitions.	HxGN OnCall Dispatch | Administrator
297	CAD System Administration	Configuration	Upon conclusion of admnistrative training, enable authorized system administrators to modify CAD configurations without the requirement for a programmer or other support from the manufacturer of the CAD system.	HxGN OnCall Dispatch | Administrator
298	CAD System Administration	Configuration	Include functionality for an interactive, menu-driven, GUI-based tool that allows authorized administrators to easily update and modify parameters.	HxGN OnCall Dispatch | Administrator
299	CAD System Administration	Configuration	Provide the ability to modify configuration parameters without having to shut the entire CAD system down or restart it.	HxGN OnCall Dispatch | Administrator
300	CAD System Administration	Configuration	Include functionality to define event types that specify the agencies that should respond, and therefore, the users that must receive system routed events.	HxGN OnCall Dispatch | Administrator
301	CAD System Administration	Configuration	Include functionality for specifying the agencies that will be included in the CAD system, along with their attributes (i.e. fire department, volunteers, law enforcement agency).	HxGN OnCall Dispatch | Administrator
302	CAD System Administration	Configuration	Include functionality for specifying and modifying the type of response resources available for each agency.	HxGN OnCall Dispatch | Administrator

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
303	CAD System Administration	Configuration	Include functionality for specifying the event types that will be processed by the system.	HxGN OnCall Dispatch | Administrator
304	CAD System Administration	Configuration	Include functionality for entering and modifying dispatch policies that specify the type of resources that are dispatched to specific event types.	HxGN OnCall Dispatch | Administrator
305	CAD System Administration	Configuration	Include functionality for configuring different system dispatch policies for each event type, priority and agency using the system.	HxGN OnCall Dispatch | Administrator
306	CAD System Administration	Configuration	Include functionality for defining notifications in the system, including duration, animation, icon, and audible sound, as well as appropriate filter criteria, for each.	HxGN OnCall Dispatch | Administrator
307	CAD System Administration	Configuration	Include functionality to define disposition codes and out of service (unit activity) codes for each agency.	HxGN OnCall Dispatch | Administrator
308	CAD System Administration	Configuration	Include functionality for specifying formats for numbers used in the system, including event, case and dispatch numbers for each agency.	HxGN OnCall Dispatch | Administrator
309	CAD System Administration	Configuration	Include functionality for defining screen layouts, context menus, and dialog definitions to adjust the appearance of the CAD system's user interface to meet each agency's needs.	HxGN OnCall Dispatch | Administrator
310	CAD System Administration	Configuration	Include functionality for display of a compatible CAD map that supports features such as icons, zoom in/out and mutliple map layer display capabilities (based on a GIS/Map provider).	HxGN OnCall Dispatch | Administrator and third party
311	CAD System Administration	Configuration	Include functionality for defining "queue" type views that display events filtered according to the agency's needs, e.g. pending, assigned, held.	HxGN OnCall Dispatch | Administrator
312	CAD System Administration	Configuration	Include functionality for modifying the CAD system's resource recommendations.	HxGN OnCall Dispatch | Administrator
313	CAD System Administration	Table Maintenance	Include CAD tables that are maintained using entry windows.	HxGN OnCall Dispatch | Administrator

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
314	CAD System Administration	Table Maintenance	Allow agencies to define additional custom data elements based on their operational requirements.	HxGN OnCall Dispatch | Advantage
315	CAD System Administration	Table Maintenance	Provide the ability for tables to be defined to support the maintenance of the following CAD objects, including, but not limited to: o Agencies and associated service types o Broadcasts (BOLOs), including location, person, and vehicle o Disposition codes o Hazards o Hydrants o Event types o Fire stations o Messages (e.g. canned, scheduled) o Notifications o Personnel o Lineups o Response plans o Skills (personnel) o SOPs o Units o Unit attributes (e.g. ALS, BLS, Hurst tool) o Unit statuses (i.e. dispatched, enroute, arrived, available) o Unit types (e.g. i.e. patrol, K9, engine, ladder, pumper) o Vehicles	HxGN OnCall Dispatch | Administrator
316	CAD System Administration	Communication Centre / PSAP Relocation	Meet PSAP industry best practices and CJIS requirements.	HxGN OnCall Dispatch | Viewer
317	CAD System Administration	Communication Centre / PSAP Relocation	Account for coordination of external inputs to the CAD system from third-party vendors (e.g. telephone, data, 9-1-1) for a minimal loss of functionality.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
318	CAD System Administration	Communication Centre / PSAP Relocation	Provide for access to a copy of the production system through the backup or disaster recovery environments.	HxGN OnCall Dispatch | Viewer and third party
319	CAD System Administration	CAD Catch Up	When disconnected from the production system have minimal offline capability where Dispatchers can manually create an event, assign units, change unit status and collect comments and when available, sync data back to production system.	HxGN OnCall Dispatch | Offline
320	System Functions	Notifications	Provide ability to configure rules for automatic event notifications.	HxGN OnCall Dispatch | Notifications HxGN OnCall Administrator
321	System Functions	Notifications	Record all messages that have been processed by the system for historical purposes.	HxGN OnCall Dispatch | Viewer
322	System Functions	Notifications	Allow the user to send and store messages to other users, units, groups, stations, or mobile devices.	HxGN OnCall Dispatch | Viewer
323	System Functions	Notifications	Allow a message to be sent to multiple destinations, including users, units, groups, stations, or mobile devices.	HxGN OnCall Dispatch | Viewer
324	System Functions	Contact List	Allow a message to be sent to multiple recipients and/or groups.	HxGN OnCall Dispatch | Viewer
325	System Functions	Contact List	Provide an emergency contacts list, to include: o Contact name o Street address o City o State o Zip o Telephone numbers o Relationship o User-defined/configurable fields	HxGN OnCall Dispatch | Viewer
326	System Functions	Premises Information / Hazards	Provide the ability to enter a premises location by address, cross street or latitude/longitude, depending upon the configured GIS/Map provider.	HxGN OnCall Dispatch | Administrator

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
327	System Functions	Premises Information / Hazards	Provide the ability to maintain premises information with agency-defined types such as: o hazardous materials o lock codes o dangerous animals o handicap resident o contact information o officer safety o fire pre-plans	HxGN OnCall Dispatch | Administrator
328	System Functions	Premises Information / Hazards	Provide the ability to configure which events will be recorded in premises history for a given location.	HxGN OnCall Dispatch | Viewer
329	System Functions	Premises Information / Hazards	Provide the ability to define an expiration date for time-limited premises information at a given location.	HxGN OnCall Dispatch | Administrator
330	System Functions	Premises Information / Hazards	Provide authorized users the ability to define criteria for automatic premises information purges and activate or deactivate this feature.	HxGN OnCall Dispatch | Backup
331	System Functions	Premises Information / Hazards	Embed premises history information into the event history at the time the event is created.	HxGN OnCall Dispatch | Viewer
332	System Functions	Communications Center / Public Safety Answering Point Standard Operating Procedures	Provide the ability to store and easily retrieve SOPs for the PSAP.	HxGN OnCall Dispatch | Viewer
333	System Functions	Communications Center / Public Safety Answering Point Standard Operating Procedures	Provide a method where the retrieval of relevant SOPs is accessible from the event information and associated with the agency, location, event type, deployment area, date and time range, event status, location radius, and/or response plan.	HxGN OnCall Dispatch | Viewer
334	System Functions	Communications Center / Public Safety Answering Point Standard Operating Procedures	Provide functions to prompt the user according to the SOP definition to ask for additional information, perform certain tasks, or relay critical information to responding units or other responders.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
335	System Functions	Agency-Specific Incident / Location / Unit Standard Operating Procedures	Be able to store SOPs that are associated with agency, location, event type, deployment area, date and time range, event status, location radius, and/or response plan.	HxGN OnCall Dispatch | Viewer
336	System Functions	CAD Workstation-to-CAD Workstation Messaging	Provide short messaging from one CAD workstation to another.	HxGN OnCall Dispatch | Viewer
337	System Functions	CAD Workstation-to-CAD Workstation Messaging	Include the ability to create message groups, whether they are dispatch workstations, mobile computers, groups within the PSAP, or other communications devices.	HxGN OnCall Dispatch | Administrator
338	System Functions	CAD Workstation-to-CAD Workstation Messaging	All messages should be recorded in the database.	HxGN OnCall Dispatch | Viewer
339	System Functions	CAD Workstation-to-CAD Workstation Messaging	Provide the ability to create user definable “canned” messages for inclusion in the message text.	HxGN OnCall Dispatch | Administrator
340	System Functions	Narrative Field “Shorthand” / Auto Text	Provide the ability to define shorthand text strings that will expand to the full text when used in event narrative.	HxGN OnCall Dispatch | Advantage
341	System Functions	Command Line / GUI	Include the ability to be operated via a command line entry, mouse and keyboard, or both.	HxGN OnCall Dispatch | Viewer
342	System Functions	Date/Time Stamps	Stamp date/time and log CAD event activities, such as status changes, unit history, and notifications, as well as many other system transactions and the date/time they occur.	HxGN OnCall Dispatch | Viewer
343	System Functions	Date/Time Stamps	Provide ability to override date/time stamps for event and unit history manually.	HxGN OnCall Dispatch | Viewer
344	System Functions	Date/Time Stamps	Date/time stamps updated manually will include the date/time, ID of the person making the change, and a comment indicating the reason.	HxGN OnCall Dispatch | Viewer
345	System Functions	Date/Time Stamps	Maintain all time stamps to be minimally accurate to the second	HxGN OnCall Dispatch | Viewer
346	System Functions	Unit Status Transitions Matrix	Provide ability to define unit status transitions that according to agency rules, and prohibit status changes that do not conform.	HxGN OnCall Dispatch | Essentials

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
347	System Functions	Single Sign-on for CAD and CAD Sub-systems	Be designed to provide a single sign-on for CAD and its integrated sub-systems.	HxGN OnCall Dispatch | Viewer
348	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Provide the ability to create an event for multi-agency events and route the event to the appropriate agency dispatch position(s). The multi-agency event will be created with appropriate unique event numbers for each agency, yet the agency events are linked together to share the event information.	HxGN OnCall Dispatch | Viewer
349	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Have the ability to add other jurisdictions or agencies to an event, thus allowing a dispatcher to forward/copy the event to the appropriate dispatcher for the other entity, without re-entering the event information.	HxGN OnCall Dispatch | Viewer
350	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Provide authorized users the ability to create and route a event for dispatch even though the event is in another jurisdiction or agency.	HxGN OnCall Dispatch | Viewer
351	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Provide the ability to transfer an active event to another agency without closing the event within the originating agency.	HxGN OnCall Dispatch | Essentials
352	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Provide authorized users the ability to cross reference or link events, including across agency or jurisdiction.	HxGN OnCall Dispatch | Viewer
353	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Update the originating jurisdiction's event information if the dispatcher in the receiving jurisdiction updates or supplements the event.	HxGN OnCall Dispatch | Viewer
354	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Automated messaging for cross-jurisdictional response is supported, based upon agency-definable response plan recommendations and supported interface protocols.	HxGN OnCall Dispatch | Essentials

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
355	System Functions	Multi-Agency / Multi-Jurisdictional Capability	Provide the ability to define other jurisdiction areas and inform the CAD user of the external agency identification when addresses from those areas are used for an event.	HxGN OnCall Dispatch | Viewer
356	Reporting and Monitoring	Dispatch Supervisor Support	Provide the ability for a CAD supervisor, or another dispatcher with appropriate system permissions, to observe the activity of a given dispatcher including the pending events queue, active events, available units list, and map.	HxGN OnCall Dispatch | Essentials
357	Reporting and Monitoring	Dispatch Supervisor Support	Enable a supervisor, or another dispatcher with appropriate system permissions, to co-dispatch the units under the control of another dispatcher.	HxGN OnCall Dispatch | Essentials
358	Reporting and Monitoring	Dispatch Supervisor Support	Have the ability to add additional dispatchers “on-the-fly” for one or more services (law enforcement, fire service, and/or EMS), either globally or for predetermined geographical areas.	HxGN OnCall Dispatch | Essentials
359	System Functions	CAD Management Reporting	Provide an ad hoc reporting capability.	HxGN OnCall Analytics | Dispatch Essentials
360	System Functions	CAD Management Reporting	Provide a data exporting capability.	HxGN OnCall Analytics | Dispatch Essentials
361	System Functions	Snapshot / Event Replay	Include functionality to provide a detailed, system-wide snapshot report and/or graphic display of the current system status.	HxGN OnCall Analytics | Dispatch Advantage
362	Interfaces	Essential Interfaces	OnCall can receive ANIALI data and update key caller information on the calltaker form such as Caller Number, caller location and event location.	HxGN OnCall Dispatch | Call-Taker
363	Interfaces	Essential Interfaces	Custom fields can be added to a CAD event form to capture additional information coming from ANI/ALI that does not map to existing fields.	HxGN OnCall Dispatch | Call-Taker
364	Interfaces	Essential Interfaces	Provide the capability to alert dispatchers, PSAP supervisors, and street-level supervisors of “Hot Hit” via hit detection via hit detection matches configured based on provided interfaces.	HxGN OnCall Dispatch | Informer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
365	Interfaces	Essential Interfaces	Provide visual hit detection alerts that can be configured by the system administrator.	HxGN OnCall Dispatch | Informer
366	Interfaces	Essential Interfaces	Log relevant queries and their responses (when permitted) for audit purposes.	HxGN OnCall Dispatch | Informer
367	Interfaces	Essential Interfaces	Interoperability and sharing event and unit data with third parties can be accomplished via standard interfaces. These include COTS interfaces to third parties such as Police, Fire and EMS records systems, Medical triage vendors, paging/messaging protcol options, Fire Station Alerting and Printing choices and options for interfacing to other systems such as radio systems.	Custom Interface
368	Interfaces	Essential Interfaces	Be capable of sending event and unit related messages to appropriate devices configured using industry-standard messaging protocols such as SMPP, SMTP, SNPP and WCTP.	HxGN OnCall Dispatch | Notifications
369	Interfaces	Essential Interfaces	Provide an administrative mechanism to define paging groups via configuration settings in provided COTs interface.	HxGN OnCall Dispatch | Notifications
370	Interfaces	Essential Interfaces	Allow the user to view data provided by the RMS via an interface from within the CAD application, through a hyperlink or other means.	HxGN OnCall Dispatch | Informer
371	Interfaces	Additional Interfaces	Interoperability to third party providers can be achieved using Hexagon's industry standard RestAPI which includes documentation, samples and will allow an agency to manage development and support of their interfaces to third party providers. Consult Hexagon Implementation team for specific interface viability.	Custom Interface
372	Interfaces	Locational Systems Interfaces	OnCall uses external geospatial services for maps, location verification and routing.	HxGN OnCall Dispatch | Viewer
373	Interfaces	Locational Systems Interfaces	OnCall will show an intergrated digital map from a configured third party geospatial service e.g. ESRI.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
374	Interfaces	Locational Systems Interfaces	The OnCall conigured map can show the display of a units latest location if integrated with an AVL system.	HxGN OnCall Dispatch | Viewer
375	Interfaces	Locational Systems Interfaces	OnCall allows imagery overlays to be configured onto the base map. This may include imagery such aerial imagery.	HxGN OnCall Dispatch | Viewer
376	Interfaces	Locational Systems Interfaces	OnCall uses external geospatial services for maps, location verification and routing. Maps updates are the responsibility of the map provider service.	HxGN OnCall Dispatch | Viewer
377	Interfaces	Locational Systems Interfaces	Once an event location is verified a map pin is shown at the verified location on the map to assist the user visually where the event is located.	HxGN OnCall Dispatch | Viewer
378	Interfaces	Locational Systems Interfaces	Support integration with a GPS-based AVL system, and accept position updates from Mobile devices such as laptops, smart phones and portable radios.	HxGN OnCall Dispatch | Viewer
379	Interfaces	Locational Systems Interfaces	System Administrators can modify map related parameters via the Administrator tool in OnCall.	HxGN OnCall Dispatch | Administrator
380	Interfaces	Locational Systems Interfaces	Units with AVL enabled devices that are connected to OnCall have an associated AVL ID.	HxGN OnCall Dispatch | Tracker
381	Interfaces	Locational Systems Interfaces	Provide an indicator for a unit on the map and in the unit list that shows that AVL is enabled for that unit.	HxGN OnCall Dispatch | Viewer
382	Interfaces	Locational Systems Interfaces	Be able to play back a unit's AVL travel history and see the unit icon move from location to location on a map view.	HxGN OnCall Analytics | Dispatch Advantage
383	Interfaces	Locational Systems Interfaces	Users can see when a unit is out of service by their status. If a user performs an operation that is not allowed on an out of service unit they will be alerted with a relevant error.	HxGN OnCall Dispatch | Viewer
384	Interfaces	Locational Systems Interfaces	Provide minimal AVL data that include: o Complete activity detail for specific date range o Vehicle last stop/end time for date range o Vehicle first start/begin time for date range (log on / log off)	HxGN OnCall Analytics | Dispatch Essentials

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
385	Interfaces	Locational Systems Interfaces	Configured unit status changes and unit location information is passed to AVL system when unit status is changed.	HxGN OnCall Dispatch | Tracker
386	Interfaces	Locational Systems Interfaces	Recommend Unit can be configured to recommend the nearest appropriate unit based on unit's latest AVL location.	HxGN OnCall Dispatch | Essentials
387	Interfaces	Locational Systems Interfaces	Support the creation of thematic maps for analysis; for example, a map showing the relative crime rate in each law enforcement district/zone in a given county.	HxGn OnCall Analytics - Power Visuals
388	Interfaces	Locational Systems Interfaces	Support the creation of automatic pin maps for analysis; for example, the system produce a map showing the location of all auto thefts that occurred in a given county during the last two months.	HxGN OnCall Analytics | Power Visuals
389	Interfaces	Locational Systems Interfaces	Support the creation of spatial data aggregation; for example, generate crime rates by district statistics by aggregating individual crimes occurring in each district of the County.	HxGN OnCall Analytics | Power Visuals
390	Interfaces	Locational Systems Interfaces	Support the creation of trend analysis/forecasting reports.	HxGN OnCall Analytics | Dispatch Essentials
391	Interfaces	Locational Systems Interfaces	The event location that is entered by a user or received by ANIALI is verified against the geocoding service that is configured in OnCall Dispatch.	HxGN OnCall Dispatch | Viewer
392	Interfaces	Locational Systems Interfaces	A user can enter an event location that is unverifiable (location does not exist in geocoder) and manually enter agency response details such as agency and beat and accept the event which can then be dispatched based on the manual agency response data entered.	HxGN OnCall Dispatch | Viewer
393	Interfaces	Locational Systems Interfaces	The system will mark any event locations that have not been verified against the configured geo-coding service.	HxGN OnCall Dispatch | Viewer

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
394	Interfaces	Locational Systems Interfaces	All ANIALI packets received are stored in the OnCall database and can be accessed at a later time via Recall ANIALI command.	HxGN OnCall Dispatch | Call-Taker
395	Interfaces	Locational Systems Interfaces	Users can search for locatons on the map.	HxGN OnCall Dispatch | Viewer
396	Interfaces	Locational Systems Interfaces	Provide a display of the cross streets when verifying a location, if available and configured by the GIS/Map provider.	HxGN OnCall Dispatch | Viewer
397	Interfaces	Administration Interfaces	Have the ability to import and display the radio ID (and optionally the officer ID) information to the dispatcher by those keying mobile and/or portable radios.	HxGN OnCall Dispatch | PTT
398	Interfaces	Administration Interfaces	Have the ability to interface and synchronize all servers and CAD workstations with the master time clock. o This ensures each workstation and server provides an accurate time stamp.	HxGN OnCall Dispatch | Viewer
399	Interfaces	Communications Interfaces	Page or text (automatically) a message to pre-defined recipients or groups of recipients based on the event type.	HxGN OnCall Dispatch | Notifications
400	Interfaces	Communications Interfaces	Using configured available COTS interface protocols, provide the capability for a CAD operator (PSAP personnel or CAD users) to page, email, or text a message to pre-defined recipients or groups of recipients	HxGN OnCall Dispatch | Notifications
401	Mobile CAD Functions	CAD queries	Perform NCIC based queries as supported by Dispatch, e.g. person, vehicle, property, gun, boat	HxGN OnCall Dispatch | Mobile Unit
402	Mobile CAD Functions	CAD queries	Provide ability to query unit history for the signed in unit	HxGN OnCall Dispatch | Mobile Unit
403	Mobile CAD Functions	CAD queries	Provide ability to search for a equipment stored for a unit	HxGN OnCall Dispatch | Mobile Unit
404	Mobile CAD Functions	CAD queries	Provide ability to search for a person based upon skills needed	HxGN OnCall Dispatch | Mobile Unit

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Item #	Section	Category	HxGN OnCall Capability	Product Name
405	Mobile CAD Functions	CAD queries	Provide ability to find all logged in users including the position to which they are logged in	HxGN OnCall Dispatch | Mobile Unit
406	Mobile CAD Functions	CAD queries	Provide ability to view the chronology of a the current event	HxGN OnCall Dispatch | Mobile Unit
407	Mobile CAD Functions	CAD queries	Provide ability to search for events, active or closed	HxGN OnCall Dispatch | Mobile Unit
408	Mobile CAD Functions	CAD queries	Provide ability to view defined staging areas	HxGN OnCall Dispatch | Mobile Unit
409	Mobile CAD Functions	Event Assignments	Receive notification of assignment to an event	HxGN OnCall Dispatch | Mobile Unit
410	Mobile CAD Functions	Event Assignments	Review event details for assignment - Dispatch Report	HxGN OnCall Dispatch | Mobile Unit
411	Mobile CAD Functions	Event Assignments	Provide a view of events that have been queued to the unit, and allow the Mobile user to do the following to those queued events: o display a route to the queued event o send a message about the event o remove the event from their queue o change status on the queued event	HxGN OnCall Dispatch | Mobile Unit
412	Mobile CAD Functions	Event Assignments	Provide ability for the Mobile user to reset their contact timer	HxGN OnCall Dispatch | Mobile Unit
413	Mobile CAD Functions	Event Assignments	Provide ability for the Mobile user to add an event to their queue	HxGN OnCall Dispatch | Mobile Unit
414	Mobile CAD Functions	Event Creation	Provide ability for the Mobile user to create a field initiated event, including traffic stops	HxGN OnCall Dispatch | Mobile Unit
415	Mobile CAD Functions	Event Creation	Provide ability to send an emergency notification and create an associated event	HxGN OnCall Dispatch | Mobile Unit
416	Mobile CAD Functions	Geo-fencing	Provide ability to create and edit geofences	HxGN OnCall Dispatch | Mobile Unit
417	Mobile CAD Functions	Manage Unit Status	Provide ability to change status on currently assigned event, including all statuses supported by Dispatch	HxGN OnCall Dispatch | Mobile Unit
418	Mobile CAD Functions	Manage Unit Status	Provide ability to self assign to an event	HxGN OnCall Dispatch | Mobile Unit

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
419	Mobile CAD Functions	Manage Unit Status	Provide ability to clear from an event	HxGN OnCall Dispatch | Mobile Unit
420	Mobile CAD Functions	Manage Unit Status	Provide ability to withdraw or preempt from an event	HxGN OnCall Dispatch | Mobile Unit
421	Mobile CAD Functions	Map Routing	Provide shortcut to view route to current event (Route to My Event)	HxGN OnCall Dispatch | Mobile Unit
422	Mobile CAD Functions	Map Routing	Provide shortcut to view route to transport location	HxGN OnCall Dispatch | Mobile Unit
423	Mobile CAD Functions	Map Routing	Provide route guidance	HxGN OnCall Dispatch | Mobile Unit
424	Mobile CAD Functions	Mapping	Support integration with Bing Map, ArcGIS, Map Box, Open Street map sources	HxGN OnCall Dispatch | Mobile Unit
425	Mobile CAD Functions	Mapping	Support integration with Eagleview Integrated Explorer API	HxGN OnCall Dispatch | Mobile Unit
426	Mobile CAD Functions	Mapping	Provide appropriate unit-related commands accessible from the map view	HxGN OnCall Dispatch | Mobile Unit
427	Mobile CAD Functions	Mapping	Provide map overlays that show additional information, for example, hydrants, cameras, etc.	HxGN OnCall Dispatch | Mobile Unit
428	Mobile CAD Functions	Mapping	Provide the ability to filter the events and units displayed on the map view	HxGN OnCall Dispatch | Mobile Unit
429	Mobile CAD Functions	Mapping	Provide ability to follow the unit on the map view	HxGN OnCall Dispatch | Mobile Unit
430	Mobile CAD Functions	Mapping	Provide ability to rotate the map view	HxGN OnCall Dispatch | Mobile Unit
431	Mobile CAD Functions	Messaging	Provide ability to send messages to other mobile users and dispatch users, including groups of users	HxGN OnCall Dispatch | Mobile Unit
432	Mobile CAD Functions	Messaging	View and send broadcasts (BOLOs) to other mobile users and dispatch users, including groups of users	HxGN OnCall Dispatch | Mobile Unit
433	Mobile CAD Functions	Messaging	Provide ability to view messages sent to the unit, and reply to them	HxGN OnCall Dispatch | Mobile Unit
434	Mobile CAD Functions	Messaging	Provide ability to associate a message to an event	HxGN OnCall Dispatch | Mobile Unit
435	Mobile CAD Functions	Messaging	Provide ability to add attachments to a message	HxGN OnCall Dispatch | Mobile Unit

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
436	Mobile CAD Functions	Notifications and Alerts	Provide ability to receive system notifications	HxGN OnCall Dispatch | Mobile Unit
437	Mobile CAD Functions	Offline Support	Provide support for limited functionality when in an offline state, including: o change unit status o add remarks to event o add supplemental info to event o manually change location o reset time with contact unit	HxGN OnCall Dispatch | Mobile Unit
438	Mobile CAD Functions	Screen Layout	Provide ability for the authorized personnel to define screen layouts and workspaces applicable to Mobile users	HxGN OnCall Dispatch | Mobile Unit
439	Mobile CAD Functions	Screen Layout	Display board/list of active events, with the ability to filter and sort the list	HxGN OnCall Dispatch | Mobile Unit
440	Mobile CAD Functions	Screen Layout	Display board/list of active units, with the ability to filter and sort the list	HxGN OnCall Dispatch | Mobile Unit
441	Mobile CAD Functions	Screen Layout	Display Map view showing area of coverage, including active units, active events, and staging areas	HxGN OnCall Dispatch | Mobile Unit
442	Mobile CAD Functions	Screen Layout	Display a persistent status bar containing, at a minimum, unit's id, current status, and current location.	HxGN OnCall Dispatch | Mobile Unit
443	Mobile CAD Functions	Screen Layout	Support configuration of a button bar that displays command buttons preferred by the customer	HxGN OnCall Dispatch | Mobile Unit
444	Mobile CAD Functions	Screen Layout	Provide a smart status button that indicates next logical status	HxGN OnCall Dispatch | Mobile Unit
445	Mobile CAD Functions	Screen Layout	Provide dedicated view of current event (My Event view) to which the unit is assigned, including event id, event location, event remarks, caller info, supplemental info (person, vehicle), attachments, SOP info, event tags, and location flags	HxGN OnCall Dispatch | Mobile Unit
446	Mobile CAD Functions	Screen Layout	Provide a layout/view suitable for the typically single-screen field user to centralize crucial information for the first responder (My Patrol view)	HxGN OnCall Dispatch | Mobile Unit

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Item #	Section	Category	HxGN OnCall Capability	Product Name
447	Mobile CAD Functions	Screen Layout	Support ability to toggle between day and night mode colorization of the user interface	HxGN OnCall Dispatch | Mobile Unit
448	Mobile CAD Functions	Screen Layout	Provide ability to open an external website	HxGN OnCall Dispatch | Mobile Unit
449	Mobile CAD Functions	Screen Layout	Provide view of events nearby the unit	HxGN OnCall Dispatch | Mobile Unit
450	Mobile CAD Functions	Screen Layout	Provide view of other units nearby the unit	HxGN OnCall Dispatch | Mobile Unit
451	Mobile CAD Functions	Sign On/Log Off/Authorize	Provide ability for Mobile user to specify personnel, unit ID (call sign), and vehicle ID upon logon to the system	HxGN OnCall Dispatch | Mobile Unit
452	Mobile CAD Functions	Sign On/Log Off/Authorize	Provide ability for Mobile user to adjust unit properties upon logon	HxGN OnCall Dispatch | Mobile Unit
453	Mobile CAD Functions	SOPs	Provide ability to view SOP information for an event	HxGN OnCall Dispatch | Mobile Unit
454	Mobile CAD Functions	Staging Areas	View staging areas on the map view	HxGN OnCall Dispatch | Mobile Unit
455	Mobile CAD Functions	Supervisory Functions	Include all capabilities of non-supervisory Mobile user	HxGN OnCall Dispatch | Mobile Unit
456	Mobile CAD Functions	Supervisory Functions	Assign units to staging areas	HxGN OnCall Dispatch | Mobile Unit
457	Mobile CAD Functions	Supervisory Functions	Query the unit history of units under their command	HxGN OnCall Dispatch | Mobile Unit
458	Mobile CAD Functions	Supervisory Functions	Edit, close, reopen and delete a broadcast (BOLO)	HxGN OnCall Dispatch | Mobile Unit
459	Mobile CAD Functions	Supervisory Functions	Add event comments to all events in their command	HxGN OnCall Dispatch | Mobile Unit
460	Mobile CAD Functions	Supervisory Functions	Provide ability to create and edit a staging area, plus manage units assigned to it	HxGN OnCall Dispatch | Mobile Unit
461	Mobile CAD Functions	Supervisory Functions	Provide ability to assign an SOP to an event	HxGN OnCall Dispatch | Mobile Unit
462	Mobile CAD Functions	Supervisory Functions	Provide ability to insert tasks into an SOP	HxGN OnCall Dispatch | Mobile Unit

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Item #	Section	Category	HxGN OnCall Capability	Product Name
463	Mobile CAD Functions	Supervisory Functions	Provide ability to cancel or force close an SOP	HxGN OnCall Dispatch | Mobile Unit
464	Mobile CAD Functions	System Functions	Provide support for touchscreen input	HxGN OnCall Dispatch | Mobile Unit
465	Mobile CAD Functions	System Functions	Provide ability to change password for current user	HxGN OnCall Dispatch | Mobile Unit
466	Mobile CAD Functions	System Functions	Provide ability to define shortcut keys/function keys for execution of commands	HxGN OnCall Dispatch | Mobile Unit
467	Mobile CAD Functions	System Functions	Support Microsoft Windows platform	HxGN OnCall Dispatch | Mobile Unit
468	Mobile CAD Functions	System Functions	Provide a command line interface	HxGN OnCall Dispatch | Mobile Unit
469	Mobile CAD Functions	Towing	Provide ability to initiate a tow request	HxGN OnCall Dispatch | Mobile Unit
470	Mobile CAD Functions	Towing	Provide ability to cancel a tow request	HxGN OnCall Dispatch | Mobile Unit
471	Mobile CAD Functions	Towing	Provide ability to close a tow request	HxGN OnCall Dispatch | Mobile Unit
472	Mobile CAD Functions	Towing	Provide ability to reopen a tow request	HxGN OnCall Dispatch | Mobile Unit
473	Mobile CAD Functions	Towing	Provide ability to update a tow request	HxGN OnCall Dispatch | Mobile Unit
474	Mobile CAD Functions	Update Current Event	Provide ability to update the current event , including location, event type, sub type, and priority	HxGN OnCall Dispatch | Mobile Unit
475	Mobile CAD Functions	Update Current Event	Provide ability to update the current event to add remarks, including flagging a remark as critical	HxGN OnCall Dispatch | Mobile Unit
476	Mobile CAD Functions	Update Current Event	Provide ability update the current event to assign a case number	HxGN OnCall Dispatch | Mobile Unit
477	Mobile CAD Functions	Update Current Event	Provide ability to update the current event specify a disposition code	HxGN OnCall Dispatch | Mobile Unit
478	Mobile CAD Functions	Update Current Event	Provide ability to update the current event to add an attachment	HxGN OnCall Dispatch | Mobile Unit

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
479	Mobile CAD Functions	Update Current Event	Provide ability to add supplemental information to an event, such as person, vehicle, property, as supported by Dispatch	HxGN OnCall Dispatch | Mobile Unit
480	Mobile CAD Functions	Update Current Event	Provide notification to the Mobile user that an event has been updated, and highlight the updated information	HxGN OnCall Dispatch | Mobile Unit
481	Mobile CAD Functions	Update Event	Provide ability to update events, including location, event type, sub type, and priority	HxGN OnCall Dispatch | Mobile Unit
482	Mobile CAD Functions	Update Event	Provide ability to add or edit tags on an event	HxGN OnCall Dispatch | Mobile Unit
483	Mobile CAD Functions	Update Event	Provide ability to modify the disposition code of an event	HxGN OnCall Dispatch | Mobile Unit
484	Mobile CAD Functions	Update Unit	Provide ability to set the current unit as the primary unit on an event	HxGN OnCall Dispatch | Mobile Unit
485	Mobile CAD Functions	Update Unit	Provide ability to add a unit history record for the unit itself	HxGN OnCall Dispatch | Mobile Unit
486	Mobile CAD Functions	Update Unit	Provide ability to update the location of the unit manually	HxGN OnCall Dispatch | Mobile Unit
487	Mobile CAD Functions	Update Unit	Provide ability to update the unit's properties and attributes, including vehicle, personnel, device, special contact and shift information.	HxGN OnCall Dispatch | Mobile Unit
488	Mobile Handheld Functions	CAD queries	Perform NCIC based queries as supported by Dispatch, e.g. person, vehicle, property, gun, boat	HxGN OnCall Dispatch | Mobile Responder
489	Mobile Handheld Functions	CAD queries	Provide ability to query unit history for the signed in unit	HxGN OnCall Dispatch | Mobile Responder
490	Mobile Handheld Functions	CAD queries	Provide ability to search for events, active or closed	HxGN OnCall Dispatch | Mobile Responder
491	Mobile Handheld Functions	CAD queries	Provide ability to view defined staging areas	HxGN OnCall Dispatch | Mobile Responder
492	Mobile Handheld Functions	Event Assignments	Receive notification of assignment to an event	HxGN OnCall Dispatch | Mobile Responder
493	Mobile Handheld Functions	Event Assignments	Review event details for assignment - Dispatch Report	HxGN OnCall Dispatch | Mobile Responder

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
494	Mobile Handheld Functions	Event Assignments	Provide a view of events that have been queued to the unit, and allow the Mobile user to do the following to those queued events: o remove the event from their queue o change status on the queued event	HxGN OnCall Dispatch | Mobile Responder
495	Mobile Handheld Functions	Event Assignments	Provide ability for the Mobile user to add an event to their queue	HxGN OnCall Dispatch | Mobile Responder
496	Mobile Handheld Functions	Event Creation	Provide ability for the Mobile user to create a field initiated event, including traffic stops	HxGN OnCall Dispatch | Mobile Responder
497	Mobile Handheld Functions	Event Creation	Provide ability to send an emergency notification and create an associated event	HxGN OnCall Dispatch | Mobile Responder
498	Mobile Handheld Functions	Manage Unit Status	Provide ability to change status on currently assigned event, including all statuses supported by Dispatch	HxGN OnCall Dispatch | Mobile Responder
499	Mobile Handheld Functions	Manage Unit Status	Provide ability to self assign to an event	HxGN OnCall Dispatch | Mobile Responder
500	Mobile Handheld Functions	Manage Unit Status	Provide ability to clear from an event	HxGN OnCall Dispatch | Mobile Responder
501	Mobile Handheld Functions	Manage Unit Status	Provide ability to withdraw or preempt from an event	HxGN OnCall Dispatch | Mobile Responder
502	Mobile Handheld Functions	Map Routing	Provide route to current event	HxGN OnCall Dispatch | Mobile Responder
503	Mobile Handheld Functions	Map Routing	Provide route guidance	HxGN OnCall Dispatch | Mobile Responder
504	Mobile Handheld Functions	Mapping	Support integration with Bing Map, ArcGIS, Map Box, Open Street map sources (provided that Dispatch is configured as such)	HxGN OnCall Dispatch | Mobile Responder
505	Mobile Handheld Functions	Mapping	Provide appropriate unit-related commands accessible from the map view	HxGN OnCall Dispatch | Mobile Responder
506	Mobile Handheld Functions	Mapping	Provide map overlays that show additional information, for example, hydrants, cameras, etc.	HxGN OnCall Dispatch | Mobile Responder
507	Mobile Handheld Functions	Messaging	Provide ability to send messages to other mobile users and dispatch users, including groups of users	HxGN OnCall Dispatch | Mobile Responder

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
508	Mobile Handheld Functions	Messaging	Send broadcasts (BOLOs) to other mobile users and dispatch users, including groups of users	HxGN OnCall Dispatch | Mobile Responder
509	Mobile Handheld Functions	Messaging	Provide ability to view messages sent to the unit, and reply to them	HxGN OnCall Dispatch | Mobile Responder
510	Mobile Handheld Functions	Messaging	Provide ability to add attachments to a message	HxGN OnCall Dispatch | Mobile Responder
511	Mobile Handheld Functions	Messaging	Provide ability to associate a message to an event	HxGN OnCall Dispatch | Mobile Responder
512	Mobile Handheld Functions	Notifications and Alerts	Provide ability to receive system notifications	HxGN OnCall Dispatch | Mobile Responder
513	Mobile Handheld Functions	Offline Support	Provide support for limited functionality when in an offline state, including: o change unit status o add remarks to event	HxGN OnCall Dispatch | Mobile Responder
514	Mobile Handheld Functions	Screen Layout	Display board/list of active events	HxGN OnCall Dispatch | Mobile Responder
515	Mobile Handheld Functions	Screen Layout	Display board/list of active units	HxGN OnCall Dispatch | Mobile Responder
516	Mobile Handheld Functions	Screen Layout	Display Map view showing area of coverage, including active units, active events, and staging areas	HxGN OnCall Dispatch | Mobile Responder
517	Mobile Handheld Functions	Screen Layout	Display a persistent status bar containing, at a minimum, unit's id, current status, and current location.	HxGN OnCall Dispatch | Mobile Responder
518	Mobile Handheld Functions	Screen Layout	Support configuration of a button bar that displays command buttons preferred by the customer	HxGN OnCall Dispatch | Mobile Responder
519	Mobile Handheld Functions	Screen Layout	Provide a smart status button that indicates next logical status	HxGN OnCall Dispatch | Mobile Responder
520	Mobile Handheld Functions	Screen Layout	Provide a layout/view suitable for the smart device to centralize crucial information for the first responder	HxGN OnCall Dispatch | Mobile Responder
521	Mobile Handheld Functions	Screen Layout	Support ability to toggle between day and night mode colorization of the user interface	HxGN OnCall Dispatch | Mobile Responder

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
522	Mobile Handheld Functions	Screen Layout	Provide ability to open an external website	HxGN OnCall Dispatch | Mobile Responder
523	Mobile Handheld Functions	Sign On/Log Off/Authorize	Provide ability for Mobile user to specify personnel, unit ID (call sign), and vehicle ID upon logon to the system	HxGN OnCall Dispatch | Mobile Responder
524	Mobile Handheld Functions	Staging Areas	View staging areas on the map view	HxGN OnCall Dispatch | Mobile Responder
525	Mobile Handheld Functions	System Functions	Support Apple® Inc Devices (iPhone & iPad)	HxGN OnCall Dispatch | Mobile Responder
526	Mobile Handheld Functions	System Functions	Support Google® Android™	HxGN OnCall Dispatch | Mobile Responder
527	Mobile Handheld Functions	System Functions	Support MDM - AppConfig support for deployment	HxGN OnCall Dispatch | Mobile Responder
528	Mobile Handheld Functions	System Functions	Integrate with in-vehicle displays for iOS (Apple CarPlay) and Android (Android Auto)	HxGN OnCall Dispatch | Mobile Responder
529	Mobile Handheld Functions	System Functions	Support integration with Apple® Watch wearable	HxGN OnCall Dispatch | Mobile Responder
530	Mobile Handheld Functions	System Functions	Support display on smart phone or tablet	HxGN OnCall Dispatch | Mobile Responder
531	Mobile Handheld Functions	Update Current Event	Provide ability to update the current event , including location, event type, sub type, and priority	HxGN OnCall Dispatch | Mobile Responder
532	Mobile Handheld Functions	Update Current Event	Provide ability to update the current event to add remarks, including flagging a remark as critical	HxGN OnCall Dispatch | Mobile Responder
533	Mobile Handheld Functions	Update Current Event	Provide ability update the current event to assign a case number	HxGN OnCall Dispatch | Mobile Responder
534	Mobile Handheld Functions	Update Current Event	Provide ability to update the current event specify a disposition code	HxGN OnCall Dispatch | Mobile Responder
535	Mobile Handheld Functions	Update Current Event	Provide ability to update the current event to add an attachment	HxGN OnCall Dispatch | Mobile Responder
536	Mobile Handheld Functions	Update Current Event	Provide ability to add supplemental information to an event, such as person, vehicle, property, as supported by Dispatch	HxGN OnCall Dispatch | Mobile Responder

HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024				
Item #	Section	Category	HxGN OnCall Capability	Product Name
537	Mobile Handheld Functions	Update Current Event	Provide notification to the Mobile user that an event has been updated, and highlight the updated information	HxGN OnCall Dispatch | Mobile Responder
538	Mobile Handheld Functions	Update Event	Provide ability to update events, including location, event type, sub type, and priority	HxGN OnCall Dispatch | Mobile Responder
539	Mobile Handheld Functions	Update Unit	Provide ability to add a unit history record for the unit itself	HxGN OnCall Dispatch | Mobile Responder
540	Mobile Handheld Functions	Update Unit	Provide ability to update the location of the unit manually	HxGN OnCall Dispatch | Mobile Responder
541	Mobile Handheld Functions	Update Unit	Provide ability to update the unit's properties and attributes, including vehicle, personnel, device	HxGN OnCall Dispatch | Mobile Responder

Attachment H – Interface Descriptions

Phase 1 COTS Interfaces

ANI/ALI Interface

The ANI/ALI interface works with the Call-taker component of OnCall Dispatch Advantage to provide Next Generation support for solicited multimedia data associated with a call. Call-Taker is designed to support new modes of communication, such as SMS and MMS text (photos and video) and allows the addition of new call types going forward. It provides global support for handling Next Generation data processed by the PSAP.

OnCall Dispatch supports FCC Phase II requirements for cellular 911 calls and supports the creation of events based on a geographic coordinate location. The ANI/ALI packets for Phase II Wireless 911 calls include the coordinates (in lat/long or other standard coordinate system, as dictated by the NENA standard or FCC requirements), and uses this information to show the caller's geographic coordinate location on the map. The nearest civic address can also be estimated and displayed. The exact format of this data in the ANI/ALI packet must be supplied by the Customer (in conjunction with their phone system supplier).

Assumptions:

- Hexagon assumes that the Customer's ANI/ALI controller supports NENA Format Versions 1 and 2 (Fixed Length ASCII), NENA version 3 (Tagged Delimited), and NENA version 4 (XML). These formats are documented in NENA documents NENA 02—010 v9 now “Legacy Data formats for ALI, MSAG &GIS” and NENA 04-001 v2 now “E9-1-1 PSAP Equipment”.
- The ANI/ALI interface component of the OnCall Dispatch System will provide the interface to an ANI/ALI controller, and will accept ANI/ALI packets containing ASCII, tagged delimited, or XML data via an Ethernet Network (TCP/IP) or an RS-232 connection
- Hexagon assumes that the ANI/ALI protocol packet provides the number, address and answering position of the call when answered.
- The FCC order released June 3, 2005 requires that all VoIP vendors, serving U.S. customers, must offer service to route 911 VoIP calls through the current E-911 infrastructure. This means that all VoIP 911 calls from registered subscribers will be received through the PSAP’s 911 trunks and handled by their ANI/ALI Controller. The PSAP is responsible for ensuring that their ANI/ALI Controller is capable of handling the ALI Database lookup for these calls. ANI/ALI packets for VoIP calls will be received by the CAD system, over the same CAD link, from the ANI/ALI Controller, as the landline and cellular calls. VoIP calls with a caller’s address will be handled like landline calls and VoIP calls with a location specified by coordinates will be handled like Phase II cellular calls.
- If the center requires an interface to a method of receiving ANI/ALI or other Data for VoIP calls other than the traditional ANI/ALI Controller, this interface will have to be rescoped as a custom interface. The Customer must provide complete specifications of the device or service providing the data.
- Given the current uncertainty in the telephony provider market on how SMS/MMS information will be transmitted, Hexagon assumes that the SMS/MMS information is being provided through the external SMS provider.

Constraints:

- The Customer is also responsible for the maintenance and support of any hardware, software, or cabling required to provide the physical interface between the ANI/ALI Communications Server

and the ANI/ALI Controller. Hexagon's demarcation point, for responsibility for the ANI/ALI stream, is at the port or socket on the communications server.

- The Customer must supply a complete and accurate description of the ANI/ALI controller interface and data it provides for CAD field mapping.

HxGN OnCall Dispatch | Informer

- NCIC

Informer provides a set of forms designed to run queries on local, provincial, regional, and/or national crime information databases, such as the National Crime Information Center (NCIC), or to databases associated with external applications.

The Informer interface automatically routes queries and responses between clients and the external systems, and if the external database supports unique routing codes for each query and response, Informer may be implemented to automatically initiate queries in response to actions executed within the OnCall Dispatch system. For example, defining an event as a vehicle stop and entering the license tag number within OnCall Dispatch may automatically initiate the "Vehicle Query by License Number." The product can be further configured to automatically enter all query results in a centralized server log, as well as to automatically attach query results to the event. Using the OnCall Dispatch messaging capability, responses may also be forwarded. Informer can be configured to use and display HTML forms on its front-end client application. Informer can display HTML, XML/XSL or plain ASCII text responses on that same client.

Informer is comprised of user dialogs and service components. The service components are:

- A module that runs in the OnCall environment,
- A provider that directly interfaces to external systems, and
- A bridge that handles communication between the two.

These services are orchestrated to route requests and responses between OnCall and the external systems.

The services are architected so the module, bridge and provider can be configured to run in the cloud or on-premise. For example, OnCall and the module could be configured to run in the cloud with the bridge and provider configured to run on-premise to facilitate communications with the external systems.

The user dialogs are a standard feature that work within OnCall Dispatch | Essentials and OnCall Dispatch | Advantage. When configured, these dialogs present the OnCall user with an Informer Message view that will allow them to submit requests and view responses. The dialogs component also supports a command line interface from within the OnCall Dispatch products. A set of configurable OnCall dialogs are provided which are used to collect request data and submit it to external systems.

Hexagon has included the NCIC transactions as noted above in the CommSys ConnectCIC Installation Task.

Informer includes three providers that can be configured to communicate with external systems. These are:

1. Open Database Connectivity (ODBC)

2. CommSys
3. OnCall Records

In addition, Informer provides:

- Explicit sign on and sign off using authorizations defined in the OnCall database
- Transaction level security, which verifies user authorization for each query type
- Hit detection that allows responses to be searched for specific text. If found, notifications can be automatically distributed based on configurable designations

Informer currently supports XML responses in TCP/IP packets.

Assumptions:

- Implementation of the CommSys provider requires at a minimum the purchase of the CommSys ConnectCIC module and CommSys' Real Time Data Mining (RTDM) feature.
- Additional provider implementations can be developed through extra services.
- Any parsing requires production-quality data (not just limited response test data).
- The connection to a state or national database may require additional hardware and software. Connection through TCP/IP or Web Site is highly preferred.
- Each distinct provider requires OnCall Dispatch | Informer implementation installation and configuration services.
- A single license supports a given site. However, each distinct database connection requires custom OnCall Dispatch | Informer implementation development services.

HxGN OnCall Dispatch | Notifications

- Email, SMS/Text Messaging

OnCall Dispatch | Notifications provides connectivity between the dispatching environment and multiple internal and external communication endpoints. It allows for the definition of customer-specific rules for notifying interested parties based on activities in the CAD system. These include a third-party paging controller, email application, and SMS text. Dependent on the protocol supported by the system, OnCall Dispatch | Notifications uses either SNPP level 1 (Simple Network Paging Protocol), SMPP (Short Message Peer to Peer), SMTP (Simple Mail Transfer Protocol), or WCTP (Wireless Communication Transfer Protocol).

This product serves as an extension to the OnCall Dispatch functionality.

Notifications may be sent through the OnCall messaging system, which supports group messaging and logs messages sent, or may be sent automatically when a unit is dispatched to an event. The OnCall Dispatch | Notifications interface provides the ability to send information or general tone alerting from the OnCall Dispatch system.

The SMTP software driver module (SDM) provides the ability to send email messages. The SMTP SDM will distribute paging messages as directed by the paging system interface (PSI) application. The PSI

application is designed to listen for Send Message packets from Hexagon's CAD software application (OnCall Dispatch). Once the PSI application captures a Send Message packet, it forwards the message and its contents to the SDM of interest. The SMTP SDM is an integral part of the complete PSI application and its inclusion helps to complete the functionality for a working paging system interface to the OnCall Dispatch application.

The OnCall Dispatch | Notifications interface consists of three parts:

- The User Interface portion (client)
- Communication server paging process (server)
- Controller/hardware specific driver software (SDM) necessary to control communication to a particular paging system controller

Constraints:

- SMTP provides the ability to send email messages and is the link between the Microsoft® Windows® Exchange server and the OnCall Dispatch | Notifications system.
- OnCall Dispatch | Notifications does not support bidirectional communications.
- The Customer is responsible for providing complete and accurate documentation for the system interface.
- Hexagon cannot be held accountable for incompatibilities that occur in this interface as the result of changes to input/output formats or data requirements associated with the third-party vendor's product.

HxGN OnCall Dispatch | Fire Link

- ESO

Hexagon's Fire Link product interfaces to various Fire RMS applications facilitating the automatic transfer of event and unit data from OnCall Dispatch generated during a Call for Service. The designated third-party RMS vendor (or the Customer) is then responsible for importing the information into the relevant fields/tables of the target database.

Fire Link automates data transfers to the external system at periodic intervals as follows:

- Event information is generated when the first unit's status changes to that specified by the user. Valid status changes include Dispatch, Enroute, OnScene, Transport, Transport Arrive and Clear.
- Unit information is generated for each unit whose status changes to that specified by the user. More than one status can be specified for sending unit information.
- Event information that includes event closing data, is generated when the event is closed.

The Fire Link Interface is available in two options (if using more than one option, then a separate Fire Link Interface is required for each option):

- Vendor-defined XML output to FIREHOUSE Software by ESO
  - For the FIREHOUSE FireRMS interface, Fire Link will transfer event and resource data to FIREHOUSE's Custom Hexagon CAD Monitor, which in turn will populate the FIREHOUSE RMS Database. This is an ASCII File Transfer.
- Standard XML output for all other FRMS vendors

Assumptions:

- The transmission protocol between Fire Link and the remote FireRMS is TCP/IP.
- Fire Link interfaces to a single database.

Constraints:

- The Customer is responsible for providing complete and accurate documentation on the systems to be interfaced.
- The Customer is responsible for acquiring and installing a data import capability into their current Fire RMS(s).
- For the interface to FIREHOUSE RMS, the Customer is responsible for providing the FIREHOUSE RMS communications and associated equipment. The Customer is also responsible for acquiring and installing the Custom Hexagon CAD Monitor data import capability into their current Fire RMS.
- Hexagon cannot be held accountable for incompatibilities in its interface which are due to changes in input/output formats or data requirements of the vendor's product.

HxGN OnCall Dispatch | CAD Link

- Axon RMS

The OnCall Dispatch | CAD Link interface automates the periodic transfer of event and unit information from OnCall Dispatch to external systems such as, but not limited to, records management systems and electronic patient care systems by creating and then updating a single extensible markup language (XML) file per unique agency event in OnCall Dispatch. The third-party vendor (or the Customer) is then responsible for retrieving the XML files and placing them where the external system can ingest and process them.

Based on configuration parameters, CAD Link will select or ignore events based on a combination of these criteria:

- Agency and Dispatch Group
- Event Type/Subtype
- Disposition Code
- Special Situation Type
- Situation Found
- The generation of a case number on an event

For example, CAD Link can be configured to only generate XML files for fire events and not police events.

CAD Link generates the initial XML file when an event is created or when the first unit is dispatched. The same XML file is updated periodically throughout the event. The following actions trigger an update of the file.

- Enroute
- Arrive
- Change Location

- Transport
- Transport Arrive
- Available

One OnCall Dispatch deployment will support many CAD Link interfaces. Each instance mentioned above requires its own configuration and testing process. The implementation of each CAD Link instance includes the setup and configuration of the triggers and filters, and the data is provided using the standard unit and event object template. Customization of the XML is outside the scope of this statement of work. Third-party vendors are required to comply with CAD Link XML format.

Assumptions:

- Hexagon assumes this is for transferring CAD event and unit data only to the specified systems.
- Additional services are required from the third-party vendor to consume and distribute the incident information provided via CAD Link.
- The Customer will be responsible for any data mapping.
- The Customer will provide a technical resource and any necessary subject matter experts.
- The Customer will provide a means to test the CAD Link output against the third-party vendor's system.
- Hexagon will configure CAD Link to output the XML file to a file share on the OnCall Dispatch Interface server. The Customer's responsible for getting the file to the appropriate location for the external system to consume.
- The customer is responsible for maintaining the file share and removing the files after they have been processed by the third-party system(s).
- The Customer is responsible for ensuring that any third-party vendor technical resources are available to support the testing of this interface.
- Hexagon assumes the third-party vendor can accept and ingest an XML file for this interface.
- This one-way interface sends data from OnCall Dispatch to the external system(s).

Constraints:

- CAD Link does not provide features for obtaining "next available case numbers," "location verification," or any other OnCall Dispatch-related functionality or interface; it only provides export of specified event data for OnCall Dispatch events.

HxGN OnCall Dispatch | Geocoding

- What3Words

The Geocoding Interface is an addon component to the HxGN OnCall Dispatch product suite. The Geocoding Interface can connect to different third-party geocoding providers through configuration, using DotLiquid templates to transform the OnCall geocoding requests into the format which is required by the third-party provider and vice versa.

Out-of-the-box templates are available to connect the Geocoding Interface to the following third-party geocoding providers:

- What3Words

Phase 2 COTS Interfaces

HxGN OnCall Dispatch | ProQA Interface

The OnCall Dispatch | ProQA Interface for Paramount application is a protocol-based product that provides a standard certified set of determination questions and answers that Police, Fire and EMS can use to identify the necessary resources required when responding to an event. OnCall Dispatch | ProQA Interface for Paramount is an add-in to the OnCall Dispatch | Call-Taker application (included with OnCall Dispatch Advantage).

Key Features:

- Multi-discipline launching
- Pre-alerts
- Transfer of location information to OnCall Dispatch | Call-Taker
- Configured to spill key questions into the Event information remarks field.

We also provide a Pre-Alert capability, if ProQA is configured to send the chief complaint code and the answers to the initial questions to CAD before the user starts answering the Key Questions. CAD can then create the event or create and automatically accept the event dependent on the configuration.

Per the Priority Dispatch Paramount website, Hexagon (as Intergraph Corporation) is listed at the platinum level.

Upon determination by the operator that Paramount medical is needed, the operator clicks the Medical button, or issues the medical command. The interface brings the Paramount Medical application to the foreground and places focus in first editable control. The operator then progresses through the paramount application as normal. Upon reaching a determinant code, the operator clicks the flashing alert symbol in Paramount causing the data to be sent to OnCall Dispatch | Advantage. The Paramount application will populate location, caller information, an event-type and sub-type, and the key questions as configured by the Paramount medical admin utility, will spill into the event remarks. OnCall Dispatch | Advantage can optionally automatically accept the event or allow the operator to make further edits and then accept the event.

The operator then places the event into update to allow Paramount to make any further changes as the operator completes the case in Paramount. Upon completion of the Paramount case, the operator would accept any changes into the OnCall Dispatch event.

OnCall Dispatch records the Paramount case number as part of the event record so that the case is permanently linked to the event. If the Paramount button (or command) is clicked for an event that already had Paramount run against it, the case summary is displayed in Paramount.

A single agency event can only have one Paramount case number associated with it.

Assumptions:

- The OnCall Dispatch system supports ProQA version 13.0.
- SMS Texting is not currently supported for Paramount 5.1.

HxGN OnCall Dispatch | Tracker

- Radio

HxGN OnCall Dispatch | Tracker accepts incoming Global Positioning Satellite (GPS) data directly from a GPS device, location servers or mobile data devices. HxGN OnCall Dispatch | Tracker functions as an extension to the dispatch environment, periodically updating vehicle and personnel locations in OnCall maps and monitors. The time and location deltas can be configured by the customer. System capacity and performance must be accounted for when configuring these parameters.

Supported GPS Devices:

- Devices running Mobile Unit or Mobile Responder
- Radios transmitting GPS data in the following message formats
  - Trimble TAIP messages, UDP connection
  - NMEA messages, UDP connection
  - OpenSky messages, UDP connection
    - Harris GPS Radio Types M-803, M5300, M7200, M7300, P5400, P5500, P7200 transmit OpenSky GLR1/GLP1 messages over UDP
  - OMA/MLP (web service)

Non-Supported GPS Devices

- Smartphones ***not*** running Mobile Responder or Mobile Unit
- Harris radios that do not support OpenSky messages
  - M7100, P7100, XG-100M, XG-75, XG-100P

Certain GPS devices also accept commands from external systems to control the frequency of location reports. HxGN OnCall Dispatch | Tracker can be configured to send the appropriate commands to these devices, setting the frequency of location reports based upon unit type, unit status, and the type of event the unit is currently assigned to.

When OnCall Dispatch | Tracker is used with our mobile solution on MDCs, Mobile Unit uses the in-vehicle map and high-speed access to the GPS receiver to match the vehicles route to the map to determine the address of the vehicle. This approach is necessary because mapping information is seldom as accurate as the GPS device. The map is often several hundred feet off from the true location. This approach is more accurate than the more common method of using a server to attempt to place a point on the map based on a single position report. The computed location is used to pre-populate forms requiring a location such as on-view incidents and unit emergency. The officer can override the location if required as a final check before submitting the command.

The selected GPS receivers may support commands to change their delta time and/or delta distance reporting rates dynamically. AVL information may be used in the CAD system in the Recommend Unit processing.

Depending on the existing AVL solution, the OnCall Dispatch | Tracker interface supports three different modes of operation: passive, poll, and poll list:

- Passive mode interfaces to a radio system, data terminal system, or location server and directly receives location reports from radio, MDT, or GPS devices. In the passive mode, OnCall Dispatch | Tracker exerts no control over the behavior of the location reporting devices and only receives these location reports, processes their contents, and forwards them to OnCall Dispatch when needed.

This mode is useful when the devices are not capable of responding/honoring the poll rate commands that are issued to them from OnCall Dispatch | Tracker. This mode is also used when the GPS devices in service are capable of regulating their own polling.

- In poll list mode, OnCall Dispatch | Tracker may interface with a location server or controller; that is, a software/hardware solution that performs the actual polling of vehicles and devices. The location server/controller may also perform other functions, such as differential correction. This could be some software application running on a different server (Windows, Linux, and so forth) or some other type of hardware controller (a “black box”) that communicates with the devices OnCall Dispatch | Tracker needs to set the poll rates for. In this mode, OnCall Dispatch | Tracker does not communicate directly with these devices but instead goes through an intermediate “solution” that communicates with the devices. Essentially, this is an indirect mode of communication where OnCall Dispatch | Tracker must go through third-party “solution” to communicate with the devices.

  OnCall Dispatch | Tracker builds a list of devices internally that it packages up and sends to the location server or controller (“solution”) when it sets poll rates in the “poll list” mode. All devices are then divided among poll groups which are configured in the **AVL Poll Group** dialog. OnCall Dispatch | Tracker assigns each unit to one of these poll groups based on specified parameters of the unit. As in the poll mode, these may include a unit’s type (agency/dispatch group), unit status, event type and/or last reported velocity.

  Each poll group has an associated polling interval. For example, a poll group may be defined to be all vehicles whose status is ‘ON SCENE’ and whose last reported velocity is less than 10 miles per hour; the polling interval for this group could be set to 600 seconds (10 minutes). When OnCall Dispatch | Tracker determines that the last location report for a vehicle in this polling group is more than 10 minutes old, it will generate a new poll request to the controller. The poll group with the largest polling interval defines the maximum polling cycle for the fleet.

  The poll list mode is used to minimize the contention for radio frequency bandwidth. The location server/controller sends out the location queries to each device in the polling list along with a time-slot during which it expects to receive the corresponding location report. In this manner, the controller seeks to guarantee that no two vehicles will attempt to transmit a location report simultaneously.

- Poll mode requires the devices to be programmable by an external source. This programmability allows the reporting behavior of the device to be by varying parameters, such as delta distance and/or delta time that are transmitted directly to each device. In poll mode, all devices are divided among a certain number of poll groups. OnCall Dispatch | Tracker assigns each unit or device to one of these poll groups based on certain parameters of the unit.

  OnCall Dispatch | Tracker actively changes these parameters by assigning new values based on a unit’s type (agency/dispatch group), status (Available, On-Scene, and so forth) and an event type. For systems that include velocity in the location report, the last reported velocity may also be used to determine the location reporting behavior.

Assumptions:

- Licensing is by device
- OnCall Dispatch | Tracker is a zero-cost product when bidding Hexagon mobile clients (Mobile Unit and Mobile Responder)
  - Pricing is only required when connecting to non-Hexagon devices such as radios and third party mobile clients
- OnCall Dispatch | Tracker must be installed and licensed to track any device even if there is no cost to the Customer

- The OnCall Dispatch | Tracker interface establishes communications between a third-party AVL controller/message switch and the OnCall Dispatch System.
- Hexagon assumes that communication with the AVL controller/message switch will be achieved via TCP/IP or serial line (RS-232) communication protocol.
- The OnCall Dispatch | Tracker interface supports NMEA, OpenSky, BlueTree, Sierra Wireless RNAP, and TAIP protocols and devices that support these protocols should be compatible with OnCall Dispatch | Tracker. If the Customer is currently running AVL hardware that OnCall Dispatch | Tracker does not support, additional services must be purchased to develop a custom AVL interface.
- Hexagon recommends that the Customer purchase a device such as the Sierra Wireless, Trimble TrimFleet, or Airlink modems that supports one of the above protocols.
- Hexagon assumes that the Customer uses one of the supported GPS Receiver/Systems. If the Customer requires Hexagon to interface to a GPS Receiver/System that is not supported, additional development services will need to be quoted.

Constraints:

- The Customer is responsible for providing Hexagon with a complete and accurate description of the interface to the AVL controller/message switch.
- If the Customer has AVL hardware that OnCall Dispatch | Tracker currently does not support, Hexagon reserves the right to bid additional services to develop a custom AVL interface.
- Hexagon cannot be held accountable for incompatibilities that occur in this interface as the result of changes to input/output formats or data requirements associated with the third-party vendor's product.

HxGN OnCall Dispatch | PTT

- Motorola AXS

PTT interfaces to a radio system controller over a network connection (TCP/IP) connection to provide PTT information to a dispatcher workstation. Each time a radio unit in the field transmits to the dispatch environment, the identification of the transmitting unit is displayed within OnCall Dispatch. PTT also supports a Unit Emergency signal from a PTT radio.

PTT includes Push to Talk Bannering and an Emergency Button. An emergency alarm triggers the CAD Unit Emergency command, which notifies all dispatcher positions (and optionally all call taker positions) of the emergency. CAD operators are alerted by enabling the Unit Alarm button (the text font color changes to RED), and an audible warning. PTT will also display a Unit Emergency notification dialog box.

The radio ID provided by the vendor is mapped to the Unit ID. When PTT is activated by a radio user, the radio ID is used to query the database and display configurable unit information in the Banner window.

Assumptions:

- OnCall Dispatch | PTT interface supports the following radio systems:
  - Motorola MCC7500 – MCC7500 Console
  - Motorola Centracom (being replaced by the MCC7500) – Centracom Gold Elite (MCGE) Console
  - Motorola Sims II – SIMS II CADI

- Hexagon has included Hexagon's COTS PTT Interface for the connection to Motorola AXS. Once the API documentation is received from Motorola, additional services may be required to implement the interface, which would be addressed via a Change Order.
- Hexagon assumes that the Customer has access to the necessary port on the radio system and that the Customer will supply the SDK necessary to provide the interface between PTT and the radio system.
- If the site has more than one PSAP the other PSAP will be running the same radio system.
- One license of PTT is required per server and can connect to multiple radio systems.
- To support redundancy, the radio system controller must support multiple connections. This is done through network connections (TCP/IP).

Constraints:

- The Customer is responsible for any software licensing required by the radio vendor to provide console connectivity by PTT.
- The Customer is responsible for providing any hardware/software and licenses on the radio system as required for implementation of this interface to the radio system.
- The Customer is also responsible for providing complete and accurate documentation on the radio system interface, which is assumed to be over TCP/IP connection.
- The Customer is responsible for providing any specific SDK necessary to implement the interface.
- At a minimum, PTT packets received from the radio system must include the talk group/channel being used and the radio ID.
- Hexagon cannot be held accountable for incompatibilities in its interface that are due to changes in input/output formats or data requirements of the vendor's product.

HxGN OnCall Dispatch | CAD Link

- SalesForce
- Axon my90

The OnCall Dispatch | CAD Link interface automates the periodic transfer of event and unit information from OnCall Dispatch to external systems such as, but not limited to, records management systems and electronic patient care systems by creating and then updating a single extensible markup language (XML) file per unique agency event in OnCall Dispatch. The third-party vendor (or the Customer) is then responsible for retrieving the XML files and placing them where the external system can ingest and process them.

Based on configuration parameters, CAD Link will select or ignore events based on a combination of these criteria:

- Agency and Dispatch Group
- Event Type/Subtype
- Disposition Code
- Special Situation Type
- Situation Found

- The generation of a case number on an event

For example, CAD Link can be configured to only generate XML files for fire events and not police events.

CAD Link generates the initial XML file when an event is created or when the first unit is dispatched. The same XML file is updated periodically throughout the event. The following actions trigger an update of the file.

- Enroute
- Arrive
- Change Location
- Transport
- Transport Arrive
- Available

One OnCall Dispatch deployment will support many CAD Link interfaces. Each instance mentioned above requires its own configuration and testing process. The implementation of each CAD Link instance includes the setup and configuration of the triggers and filters, and the data is provided using the standard unit and event object template. Customization of the XML is outside the scope of this statement of work. Third-party vendors are required to comply with CAD Link XML format.

Assumptions:

- Hexagon assumes this is for transferring CAD event and unit data only to the specified systems.
- Additional services are required from the third-party vendor to consume and distribute the incident information provided via CAD Link.
- The Customer will be responsible for any data mapping.
- The Customer will provide a technical resource and any necessary subject matter experts.
- The Customer will provide a means to test the CAD Link output against the third-party vendor's system.
- Hexagon will configure CAD Link to output the XML file to a file share on the OnCall Dispatch Interface server. The Customer's responsible for getting the file to the appropriate location for the external system to consume.
- The customer is responsible for maintaining the file share and removing the files after they have been processed by the third-party system(s).
- The Customer is responsible for ensuring that any third-party vendor technical resources are available to support the testing of this interface.
- Hexagon assumes the third-party vendor can accept and ingest an XML file for this interface.
- This one-way interface sends data from OnCall Dispatch to the external system(s).

Constraints:

- CAD Link does not provide features for obtaining "next available case numbers," "location verification," or any other OnCall Dispatch-related functionality or interface; it only provides export of specified event data for OnCall Dispatch events.

Phase 1 Standard Interfaces

CAD to CAD OnCall Dispatch Interface

- Tablet Command

Tablet Command Description:

The Tablet Command Integration is a bi-directional interface between OnCall Dispatch and third party Mobility product, Tablet Command. This passes real time event and unit information between the two platforms using XML documents.

Tablet Command Assumptions:

- The Tablet Command connector includes communication of AVL data for Tablet Command equipped units

RapidSOS OnCall Call-Taker Interface

The RapidSOS OnCall Call-Taker Interface is a direct link-based interface, for the purpose of requesting and receiving location accuracy information from the caller's device via the RapidSOS Web Portal.

The interface deploys as an ISM Based Service on an Interface/Communications Server (for On Premise Deployments) or in a Microsoft Azure Docker Container (for Managed/Cloud Deployments).

Assumptions:

- Configuration includes customer's RapidSOS credentials.
- Customer must obtain RapidSOS credentials before interface can be tested.

Fire Station Alerting OnCall Interface

- Station Alerting System

The Interface sends unit and event information to the third party Fire Station Alerting solution to trigger station alarms, unit dispatch, and other services provided by the vendor as defined by their API.

Where appropriate, this interface can be configured to be bi-directional to record alert acknowledgements either by message to the dispatcher or logged to the event remarks.

Vendors supported in this product include the below. If the City chooses an FSA vendor from the list below, then no additional services will be required.

- Locution CAD Voice Server (version 5.10)
- Purvis (Version 2.1)
- US Digital Design's Phoenix G2 (Version 2.5)
- Westnet FIRST-IN (API Version 1.0.7, 1.0.7a and 1.0.8)
- Zetron IP (XML) version 2.6.0

Dispatch Alerts OnCall Interface

- PulsePoint

The Dispatch Alerts OnCall Interface is an integration that provides a method for sending alerts, notifications and messages to third party providers used in turn to notify a defined group of people.

The Interface currently provides support for integrations with:

- PulsePoint

The Interface sends OnCall Event Information matching customer defined event types to PulsePoint for alerting PulsePoint subscribers of a medical emergency.

Assumptions:

- The interface is compatible with PulsePoint Connect Specification Version 1.0.0.8

Body Worn Camera OnCall Interface

- Axon BWC

The Body Worn Camera OnCall Interface is an application that provides unit and event data transfer from Hexagon OnCall Dispatch to third party Body Worn Camera providers for the purposes of linking OnCall Event and Unit records with body worn camera video records.

The third party Body Worn Camera Vendors supported are:

- AXON/Evidence.com – export a CSV file to folder monitored by AXON for them to consume

Phase 2 Standard Interfaces

CAD to CAD OnCall Dispatch Interface

- SREC
- Logis

SREC Description:

The CAD to CAD OnCall Dispatch Interface is a real time, rules driven exchange of unit and event information with a third party CAD system. The purpose is to share unit and event activity with other third party CAD systems to support mutual aid and resource sharing initiatives.

SREC Assumptions:

- Assumes Mutual Aid agreements with External agencies exist prior to the implementation of the Interface.
- Configuration of the interface should align with the customer's mutual aid agreement.

- Effort provided is services to install, configure, test and support the move to production use.
- Transactions Supported with this interface include:
    - Send or Receive Event Message (New Events or Updates to - Event)
    - Send or Receive Unit Status Messages
    - Request for Resource (Unit) Message
    - Refresh Unit/Event statuses
    - Heartbeat
    - AVL Message
- Product offered out of the box as is, no customizations or enhancements.

Logis Description:

The CAD to CAD OnCall Dispatch Interface is a real time, rules driven exchange of unit and event information with a third party CAD system. The purpose is to share unit and event activity with other third party CAD systems to support mutual aid and resource sharing initiatives.

Transactions Supported with this interface include:

- Send or Receive Event Message (New Events or Updates to Event)
- Send or Receive Unit Status Messages
- Request for Resource (Unit) Message
- Refresh Unit/Event statuses
- Heartbeat
- AVL Message

External Alarms OnCall Dispatch Interface

- ASAP to PSAP
- Prepared911 (AI Call Triage)

ASAP to PSAP Description:

The APCO ASAP Standard is supported with this Interface. It allows OnCall to interface with the APCO International Automated Secure Alarm Protocol (ASAP) Alarm System (also called “ASAP to PSAP”).

The Automated Secure Alarm Protocol (ASAP) program is a computer-aided dispatch system designed by the Central Station Alarm Association (CSAA) and the Association of Public Safety Communications Officials (APCO Int'l).

External Alarms OnCall Dispatch Interface supports integration with ASAP via 2 methods:

- Direct to ASAP911 Solution (currently hosted in AWS Cloud)

ASAP to PSAP Assumptions:

- Customers required to contact The Monitoring Association (TMA) via their website, https://asap911.org, to implement TMA's side of the integration. Customer responsible for any costs, fees and licensing required by TMA for their services.

Prepared911 (AI Call Triage) Description:

The External Alarms OnCall Dispatch Interface is a real time Interface that monitors Alarm and/or Sensor activations and creates dispatchable incidents in OnCall Dispatch for public safety response. The Interface leverages HxGN OnCall Dispatch | RestAPI and includes support for the following vendors:

- Prepared911

The interface supports creating dispatchable events from non-emergency AI monitored call-taking.

Dispatch Alerts OnCall Interface

- Axon Fusus
- Prepared911

Axon Fusus Description:

The Dispatch Alerts OnCall Interface is an integration that provides a method for sending alerts, notifications and messages to third party providers used in turn to notify a defined group of people.

Hexagon has included services for a custom adapter to add Fusus as a provider to the Dispatch Alerts product. This interface will create a near real time export of Unit and Event data based on agency configuration rules.

Axon Fusus Assumptions:

- Interface will be built as an ISM or windows service using .NET Core. Message pay load will be XML or JSON
- Connection method will be HTTP/RestAPI or TCP
- AVL information not included
- This is a one way export; inbound messages are not supported

Prepared911 Description:

This interface will support Prepared call translation, transcription and QA. Upon Caller information being entered (manual entry or automatically spilled by AniAli or other interface), a dispatcher/call-taker can click a button to export the Caller information to PreparedLive. Clicking the button will export the data and also launch the PreparedLive Website with the caller information entered. The call-taker will use the PreparedLive application as necessary.

Once the call-taker is complete, the interface will allow importing comments, Text messaging and/or a URL to a multimedia file (stored within PreparedLive) into the event remarks. All SMS messages to/from the caller in this workflow will be managed within the Prepared application.

Prepared911 Assumptions:

- Updating the location automatically from Prepared is not supported at this time. A manual process of copying the location from Prepared is necessary for that workflow
- Interface supports importing a URL to Prepared repository where multi-media, SMS messages, and other relevant call information is stored. Subject to customer licensing agreement with Prepared/Axon

PLT Radio OnCall Interface

- Motorola

The PLT Radio OnCall Dispatch Interface is an Interface between Hexagon OnCall Tracker and a P25 Radio System to support receiving GPS data from the radio systems and report them to OnCall Dispatch as Tracker messages. This functionality is specific to the Person Level Tracking (PLT) Features in OnCall Dispatch.

Assumptions:

- This functionality requires that the Motorola ASTRO P25 radio controller utilizing the LRRP MUPS API over UNS servers be installed prior to Hexagon implementation services
- If Customer requires interfacing to Motorola via Motorola's IMW Web Service, enhancement development may be required as well as obtaining permission from Motorola specifically for each customer/agency

Custom Interfaces

Query Axon RMS

Hexagon will develop a custom interface to query Axon RMS utilizing OnCall Dispatch | Informer.

Transactions supported are:

- Person (Name, DOB, Sec) or (OLN)
    - Warrants
    - Involvements
    - Alerts
    - Field Interviews
- Vehicle (License) or (VIN)
    - Wanted/Stolen Alerts
    - Involvements
    - Wants

Assumptions:

- This interface development assumes direct connection to Axon via API, meaning the interface is dependent on Axon making their API available

NG911 (Carbyne)

Hexagon will develop a custom interface for NG911 via Carbyne.

Assumptions:

- Requires OnCall Dispatch | Call-Taker Interface
- Effort based on information described in Carbyne Universe workflow/API.
- Video calls to 911 are not supported at this time.
- Assumes complete messaging with SMS caller to occur in Carbyne and imported into OnCall upon completion of call
- Customer responsible for obtaining licensing from Carbyne if required
- Assumes interface conforms to NENA i3 specifications

Consulting Services

Exacom

Hexagon has proposed consulting services for Exacom to become more familiar with the OnCall Dispatch | RestAPI.

OnCall Dispatch RestAPI provides direct interaction with OnCall via an industry standard REST API. It delivers a secure and convenient way for third party applications to pass data into and request information from the system. The OnCall Dispatch | RestAPI is designed to lessen the impact of an OnCall upgrade on the third-party services using it. The OnCall Dispatch | RestAPI web calls can be made by almost any programming language that supports HTTP requests.

OnCall Dispatch | RestAPI also delivers and works in conjunction with the OnCall CAD Notification Service (CNS) (feature included with OnCall). Like the OnCall Dispatch | RestAPI, the CNS can be consumed and used by almost any programming language that supports HTTP requests.

The CAD Notification Service requires authentication with RestAPI and HxGN OnCall Dispatch for initial subscription. Authentication works the same as the RestAPI, that is, the commands token is expected in the Authentication header.

Assumptions:

- Hexagon assumes the information to be transferred is based on the third-party requirements but must also be within the scope of what Hexagon can expose via our REST API.
- The Customer will assist Hexagon as needed to facilitate the communication with the third party vendor.
- Any third party service, API, documentation, etc. is the responsibility of the Customer.

Attachment J – Glossary of Terms

Capitalized terms that are not defined below or within the body of the SOW, shall have the same meaning as set forth in the Master Terms Glossary.

"Acceptance" to mean acceptance of a Task in accordance with Task Acceptance Process.

"Analytics Cloud Program" means a certain Cloud Program that pertains only to OnCall Analytics.

"Benchmark Criteria" as it pertains to Phase 1 of the CAD implementation, this term shall mean the FDD. As it pertains to Phase of 2 of the CAD deployment, the term means, the objective criteria which identifies an intended outcome as reflected in, as applicable, an ICD, a Design Document, Specifications, or Software Requirements (whichever document having last addressed the functionality in question being dispositive)

"Blocker Error" means a Level One Error and Level Two Error.

"CJIS" means the Criminal Justice Information Services Security Policy version number 5.8 formally published by the Federal Bureau of Investigation, Criminal Justice Information Services Division.

"Cloud Consulting Services Order" means this Order for Cloud Consulting Services related to the Cloud Applications identified in the Cloud Program Order

"Cloud Program Order" means that certain Order, which identifies the Cloud Applications and Cloud Term, executed simultaneously with this Order. For purposes of clarity, the Cloud Program Order is separate and distinct from the Cloud Consulting Services Order.

"COTS Interfaces" means those Interfaces specifically identified in in the COTS Interface Questionnaire Completion task

"Customer Responsibilities" means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

"Custom Interfaces" means those Interface(s) specifically identified in the Custom Interface Requirements Gathering task

"Customization" means a modification of the source code of Software.

"Cutover Plan" means a document reflecting the Activities and actions necessary to complete Cloud Cutover

"Day" means a calendar day.

"Design Document" means a document articulating the design and intended output of a Customization.

"Dispatch Cloud Program" means a certain Cloud Program, or as applicable, collection Cloud Applications, that pertains only to OnCall Dispatch, including but not limited to, OnCall Dispatcher, OnCall Calltaker, OnCall Viewer, OnCall Mobile Unit, and OnCall Mobile Responder.

"Documentation" means, whether in printed or electronic format, all documents (digital or hardcopy) delivered by Hexagon as part of the Project. Unless otherwise specified, it shall mean COTS Documentation.

"Facility" means a Customer provided facility/building/room that: (i) Can accommodate up to twelve (12) Customer participants; (ii) Has a projector and screen for displaying the content being presented, (iii) has Project Workstations for each participant; and a Customer workstation available for Hexagon's use while in the Facility.

"FIPS" means Federal information processing standards, which describe document processing, encryption, and other information technology standards for government contractors.

"Fire/EMS" means the agency(ies) of Customer that are primarily oriented towards firefighting and emergency medical response.

"GIS" means geographic information system.

"Initial Project Schedule" means the initial iteration of the Project Schedule, which is contained in Attachment A of the SOW.

"Interface Control Document" or **"ICD"** means a document reflecting the design and requirements of a Custom Interface or certain Informer Interfaces based upon the requirements set forth in the Custom Interface Requirements Gathering task.

"Help Desk Portal" the electronic portal through which Customer may access the Help Desk to among other actions, log Services Requests, review the Knowledge Base.

"Hexagon Project Manager" means the person authorized by Hexagon to coordinate and manage the providing of Hexagon Services and Deliverables for the Project on behalf of Hexagon, in addition to being responsible for other duties specified in the Agreement and SOW.

"Law" means the agency(ies) of Customer that are primarily oriented towards statutory and regulatory code enforcement and service.

"Master Terms Glossary" means that certain Common Terms Glossary contained in the Agreement.

"NCIC" means the National Crime Information Center.

"Network Infrastructure" means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the Cloud Program in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

"**Permissive Errors**" means a substantially failed Test Case that would correspond to a Level Two, Level Three, or Level Four Error (as defined in the HelpDesk website) if the Error occurred in a live environment.

"Production Ready System" means the earlier of: the point at which the Customer is either satisfied with the testing results for the Cloud Program or the resolution of all Blocker Errors reporting during Functional Testing.

"Project Assumptions" means assumptions regarding the Project, which are listed in the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

"Project Start" means the date following mutual acceptance of the Cloud Consulting Services Order on which Hexagon communicates to the Customer the Project shall commence.

"Project Team" means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

"Project Workstation" means a computer workstation (expressly excludes tablets or other smart devices) that has: (i) a modern web browser installed and ready for use; (ii) Internet access; (iii) at least one (1) external monitor with a resolution no smaller than 1920x1080 (understanding two (2) external monitors are recommended); (iv) the ability to connect to the web conference audio; and (v) a headset.

"PSAP" means a public service answering point.

"Records Cloud Program" means a certain Cloud Program, or as applicable, collection Cloud Applications, that pertains only to OnCall Records.

"Server Setup Worksheet" means a document reflecting, among other details, the identification of servers, IP addresses, and node names for the System.

"Site Configuration Document" means a document reflecting the configurations made to the System.

"Software Requirements" means the functionality and capabilities affirmatively included in the OnCall Software as expressly specified in OnCall Functional Matrix (Attachment G).

"Specifications" means those certain capabilities and functionalities as explicitly expressed in the User Guide for OnCall Dispatch. To the extent there is any ambiguity as to the interpretation or meaning of a Specification, the actual functionality exhibited in the COTS Software shall control.

"SR" or **"Service Request"** a request logged into Hexagon's Help Desk Portal identifying a request for Hexagon to address a Error, question, provide an Update, or provide an enhancement request, among other requests.

"Subject Matter Expert" or "SME" means a person(s) who has particular knowledge about a specific topic(s).

"System Administrator(s)" means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

"Task Prerequisites" means those events, Deliverables, or accomplishments that are required to occur prior to the commencement of the applicable Task, except as may otherwise be agreed by Hexagon.

"Test Case" means a set of conditions and parameters agreed to by the Parties which the Parties shall use to test whether the intended functionality identified in the Benchmark Criteria is reflected in the System.

"Test Case Failure" means a situation in which an executed Test Case has substantially failed in meeting the passage criteria set forth in the applicable portion of the Benchmark Criteria.

"Updated Initial Project Schedule" means the Initial Project Schedule updated by the Parties' Project Managers during Project Initiation Task and reflecting the actual Project Start.

"VPN" means virtual private network.

Attachment K – GIS Requirements for OnCall Dispatch

HxGN OnCall Cloud Programs require integration with a third-party mapping provider for GIS information. These third-party mapping services fall into three (3) main areas: Map Tile Services, Geocoding Services, and Routing Services.

The Customer is responsible for the following:

- Maintaining Customer's GIS Data, including updating, editing, and correcting GIS data as needed in its on-premise ESRI system;
- Maintaining and backing up the on-premise GIS server and its on-premise ESRI environment and application;
- Publishing its GIS data to Hexagon in acceptable format compliant with ESRI protocols and requirements;
- Providing Hexagon with necessary ESRI GIS Server licenses;
- Resolving or addressing mapping issues;
- Consolidating GIS data among agencies, and providing a single map source for the OnCall solution; and
- Complying with its ESRI license agreement and having rights to future updates and patches to its ESRI software.

Subject to the above, Hexagon is responsible for the following:

- Supporting and hosting ESRI GIS services in Azure;
- Updating, patching, and maintaining ESRI hosted services in Azure, provided ESRI agrees to allow Hexagon to provide such update or release to the Customer, and providing access to such updates and releases; and
- Providing high availability and resiliency for the ESRI GIS Services in Azure up to the parameters provided in the Cloud Services Schedule.

Map Service

The map contains the area of responsibility for the dispatch system and is accessed by HxGN OnCall Dispatch through published map web services. Many maps may be accessible and configured as base maps and/or translucent overlays to the base maps. The Customer shall utilize a single instance of a cloud hosted mapping service that provides webservice endpoints that support visualization, routing, and address verification.

Geocoding/Address Locator Service

A Web geocoding service resolves address strings and street names to longitude/latitude coordinates (geocoding) and returns an address string for a point selected from the map or precision coordinate key-in (reverse-geocoding). The Customer and/or its mapping services provider will be responsible for providing geocoding services. The Customer shall utilize a single instance of a cloud hosted mapping services that provides webservice endpoints that supports visualization, routing, and address verification.

Routing Service

A routing service is used to determine the best route between two (2) or more points on the map based on time and distance. The routing service can also return driving directions for the calculated route. Some services have the capability to react to real-time traffic conditions, thereby increasing the accuracy of route results and providing more efficient workflows which strive to mimic real world conditions. The Customer and/or its mapping services provider will be responsible for providing routing services. Customer shall utilize a single instance of a cloud hosted mapping service that provides webservice endpoints that supports visualization, routing, and address verification.

Attachment L – Cloud Service Schedules

PRODUCTS: The Cloud Applications and specified quantities listed below are subject to this Cloud Services Schedule.

PRODUCT	
HxGN OnCall Mobile Server - Subscription	Qty: 2
HxGN OnCall Dispatch - Mobile Responder Client CC -SU	Qty: 50
HxGN OnCall Dispatch – Advantage CC - Subscription	Qty: 17
HxGN OnCall Dispatch – Mobile Unit - Subscription	Qty: 45
HxGN OnCall Dispatch – ESRI Map Control - SU	Qty: 17
HxGN OnCall Dispatch - Scheduling & Facilities Mgmt - SU	Qty: 17
HxGN OnCall Dispatch - Advanced Mapping - Subscription	Qty: 17
HxGN OnCall Dispatch - Resource Management - Subscription	Qty: 17
HxGN OnCall Dispatch - Viewer CC - Subscription	Qty: 28
HxGN OnCall Dispatch - Customer Rules Engine - Server - SU	Qty: 4
HxGN OnCall Dispatch - Customer Rules Engine - Editor - SU	Qty: 1
HxGN OnCall Dispatch - Customer Rules Engine - Adv - SU	Qty: 17
HxGN OnCall Analytics Dispatch Advantage 4 Core SU	Qty: 1
HxGN OnCall Dispatch - RestAPI NL - Subscription	Qty: 2
HxGN OnCall Dispatch - Backup NL - Subscription	Qty: 1
HxGN OnCall Dispatch - Informer - Subscription	Qty: 1
HxGN OnCall Dispatch - Tracker CC - Subscription	Qty: 45
HxGN OnCall Dispatch - Call-Taker Interface - SU	Qty: 3
HxGN OnCall Dispatch - Notifications - Subscription	Qty: 1
HxGN OnCall Dispatch - Fire Link Interface - Subscription	Qty: 1
HxGN OnCall Dispatch - CAD Link Interface - Subscription	Qty: 1
HxGN OnCall Dispatch – Geocoding Interface - Subscription	Qty: 1
HxGN OnCall Dispatch - PTT - Subscription	Qty: 1
Body Worn Camera OnCall Interface - SU	Qty: 1
CAD to CAD OnCall Dispatch Interface - SU	Qty: 3
RapidSOS OnCall Call-Taker Interface - SU	Qty: 1
External Alarms OnCall Dispatch Interface - SU	Qty: 2
Dispatch Alerts OnCall Interface - SU	Qty: 3
PLT Radio OnCall Dispatch Interface - SU	Qty: 1
Fire Station Alerting OnCall Dispatch Interface - SU	Qty: 1
HxGN OnCall Dispatch - ProQA Interface - Subscription	Qty: 17
HxGN OnCall Dispatch - Offline - Subscription	Qty: 24

CLOUD PLATFORM PROVIDER:

Azure

SERVICE LEVEL:

99.5% Availability

SERVICE CREDIT:

10% of the monthly fee for the affected Cloud Applications

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:

For Level One Error (P1) telephone support is available 24x7x365; for all other Errors telephone support is available between 07:00 – 19:00 CT US.

PRIORITY	PROBLEM DESCRIPTION	RESPONSE TIME
Level One	• Loss of data • Data corruption • Productive use prohibited • No workaround available • Aborts	Immediate* or within 30 minutes of notification
Level Two	• Primary purpose compromised • Productive use significantly impacted • Workaround generally not available	M-F, 7:00AM-7:00PM Central Time – Immediate* or within one hour of notification during normal business hours
Level Three	• Productive, but incomplete operation • Workarounds generally available	M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours
Level Four	• Productive, mainly cosmetic in nature • Workarounds or configurable options generally available	M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours

Attachment M – Regional Provisions

The following terms, including any sub-attachments to this Attachment M, modify provisions set forth above to accommodate regional requirements. To the extent there is any conflict between the terms specified below and the terms set forth in the remainder of the SOW, the following shall control.

1. A Business Day includes up to eight (8) Business Hours, including breaks, during a twenty-four (24) hour period.

2. Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo such criminal background check, the Customer shall arrange for such criminal background check and fingerprinting and be responsible for all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed by any law enforcement agency.

3. The Cloud Program shall store data (in either transit or at rest) in the Cloud Environment, which is within Microsoft Azure Government Cloud. Customer is solely responsible for (i) assuring it is permitted by appropriate State agencies to transmit CJI and store data (in either transit or at rest) in the Cloud Environment and (ii) otherwise complying with and ensuring this Project and the Cloud Program to be provided does not violate applicable State CJIS policies.

4. Per CJIS security policy, customers who wish to access U.S. national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. The Customer is responsible for ensuring that their data communications infrastructure and devices comply with CJIS and applicable State requirements.

5. Hexagon shall abide by the applicable provisions contained within the most recent CJIS Guidelines published prior to the Effective Date. Any different interpretation beyond the plain reading of the CJIS Guidelines published by the FBI or more stringent requirements promulgated by the Customer or the State must be documented and attached to this SOW to be a requirement of this SOW. The Customer is responsible for providing any proposed alternate or additional provisions beyond the CJIS Guidelines. In the absence of any attachments documenting the additional provisions or different interpretations, then only the applicable provisions of the CJIS Guidelines shall apply.

Attachment M-1 – CJIS Security Addendum

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all

subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

License Information:

Entity name: INTERGRAPH CORPORATION

Business name: INTERGRAPH CORPORATION

Entity type: Profit Corporation

UBI #: 600-312-144

Business ID: 001

Location ID: 0003

Location: Active

Location address:
1 NORTH- TAX
305 INTERGRAPH WAY
MADISON AL 35758-7567

Mailing address:
1 NORTH- TAX
305 INTERGRAPH WAY
MADISON AL 35758-7567

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	Mar-31-2027	Mar-18-2026

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/29/2026

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Providence RI Office
100 Westminster Street, 10th Floor
Providence RI 02903-2393 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:	The Travelers Indemnity Co of CT	25682
INSURER C:	Greenwich Insurance Company	22322
INSURER D:	The Travelers Indemnity Co.	25658
INSURER E:		
INSURER F:		

INSURED
Intergraph Corporation
305 Intergraph Way
Madison AL 35758 USA

COVERAGES **CERTIFICATE NUMBER:** 570117821732 **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			USL02303225	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			HECAP-162D6025-TCT-25	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $25,000			USL02303325	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE PRODUCTS - COMP/OP AGG	$4,000,000 $4,000,000 $4,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0N26927325I3K AOS	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
D				UB3N06483825I3R AR, AZ, FL, GA, MA,MN, NE	06/01/2025	06/01/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	E&O - Professional Liability - Primary			US00110058E025A E&O/Cyber-Claims Made SIR applies per policy terms & conditions	06/01/2025	06/01/2026	Each Claim/Agg. Deductible	$5,000,000 $556,920

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

RE: Master Agreement, Dispatch Center, 1620 N. Rebecca, Spokane WA 99217. The customer, its officials, officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Umbrella Liability policy is follow form of the policies evidenced herein.

CERTIFICATE HOLDER

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

Certificate No : 570117821732

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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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured.	**All locations that are listed in the written contracts or agreements.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

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ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO RENEW SPD’S DIGITAL FOENSICS TOOL SOFTWARE (CELLEBRITE), AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, 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 $157,782.
A) Of the increased appropriation, $157,782 is provided solely for software maintenance.

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 renew SPD’s digital forensics tool software (Cellebrite), 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:** 03/30/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/27/2026

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – FY26 CELLEBRITE SOFTWARE RENEWAL		

Agenda Wording

Spokane Police Department annual renewal of digital forensics tool

Summary (Background)

Spokane Police Department annual renewal of digital forensics tool, Cellebrite OPR 2023-0897, to access evidence from iOS and Android devices. Funding is from the Forfeitures & Contributions fund where cash has already been received.

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

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 157,782.00
Current Year Cost	$ 157,782.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 157,782.00	# 1560-17100-21250-54820-68084
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Program revenue already received. One-time expense utilizing current fund balance and revenues.

Expense Occurrence	One-Time

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

Non-FTE Related

Approvals		Additional Approvals	
Dept Head		PS EXEC REVIEW	YATES, MAGGIE
Division Director		MANAGEMENT &	MILLER, JACOB
Accounting Manager			
Legal			
For the Mayor			

Distribution List

	spdfinance@spokanepolice.org
Shawna Ernst sernst@spokanepolice.org	

SBO Request
Public Safety & Community Health Committee

Committee Date	March 30, 2026
Submitting Department	Police
Fund to Receive Budget (if different from submitting dept)	1560 - Forfeitures & Contribution Fund
Contact Name	Asst. Chief Matt Cowles / Shawna Ernst
Select Agenda Item Type	☒ Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – FY26 Cellebrite software renewal
Grant Item	☐ Yes ☒ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period?	Spokane Police Department annual renewal of digital forensics tool, Cellebrite OPR 2023-0897, to access evidence from iOS and Android devices. Funding is from the Forfeitures & Contributions fund where cash has already been received.
What are the budget codes? (Accountant-provided)	1560-17100-21250-54820-68084 → $157,782 Expense

Fiscal Impact
Revenue
Appropriation: $157,782

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Reserves
Is this funding source sustainable for future years, months, etc? Program revenue already received. One-time expense utilizing current fund balance and revenues.

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

Other budget impacts: (FTE related?) Non-FTE Related

Return to budget@spokanecity.org and allow up to one week for drafting.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/20/2026

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 6779	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	HIGH UTILIZER UPDATE AND CONTRACT AMENDMENT		

Agenda Wording

This amendment funds year two of the Hot Spotters program.

Summary (Background)

Under this contract, Consistent Care Support Services operates the Hot Spotters program, providing intensive case management for high utilizer individuals with substance use disorder. High utilizer individuals are those who frequently interact with emergency services, law enforcement, and healthcare systems in the community. Under this project, Consistent Care provides intensive case management services to facilitate access to treatment and monitor program effectiveness in reducing recidivism rates. This contract funds year two of the program.

What impacts would the proposal have on historically excluded communities?

Consistent Care works with local agencies including Community Court, Spokane Police, Spokane Fire, hospitals, and other agencies to identify high utilizers in need of services. Services will include initial assessments to determine individual needs, initiating long-acting injectable anti-psychotic medications for those with schizophrenia and medication assisted treatment for those with opioid use disorders, detoxification services, inpatient and outpatient rehabilitation, mental health counseling, housing assistance, job training, transportation to treatment, access to harm reduction resources, peer support groups, and more.

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?

Consistent Care logs client enrollments and services in HMIS, including phones distributed to clients. Consistent Care will also be responsible for tracking the KPIs outlined by the City and host a Hot Spotters case conferencing meeting with community providers every other month.

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

Consistent Care logs client enrollments and services in HMIS, including phones distributed to clients. Consistent Care will also be responsible for tracking the KPIs outlined by the City and host a Hot Spotters case conferencing meeting with community providers every other month.

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 250,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Program Revenue

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

Opioid Settlement Funds

Expense Occurrence	One-Time

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

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

Distribution List	

1. GRANTEE CONSISTENT CARE SERVICES, SPS, PS 1235 N POST ST SUITE 201 SPOKANE, WA 99201	**2. GRANTEE DOING BUSINESS AS** N/A
3. GRANTEE PROGRAM REPRESENTATIVE PAUL VOSE, PHD 1235 N POST ST, SUITE 201 SPOKANE, WA 99201 (509)385-0971 PAUL@CONSISTENTCARE.ORG	**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 PPOURZANJANI@SPOKANECITY.ORG
5. GRANTEE SIGNATORY DARIN NEVEN, MS, MD 1235 N POST ST, SUITE 201 (509)392-6965 SPOKANE, WA 99201 DARIN@CONSISTENTCARE.ORG	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT $625,000.00	**8. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**9. START DATE** 11/01/24	**10. END DATE** 10/31/25
AMENDMENT AMOUNT $250,000.00			

11. LOCAL AGENCY CITY OF SPOKANE	**LOCAL PROGRAM** OPIOID SETTLEMENT FUNDS

LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $375,000.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A

ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☒NO ☐N/A	**12. INDIRECT COST RATE** 10% OF DIRECT COSTS

13. TAX ID # 84-1750987	**14. UEI #** N/A	**15. UBI #** 604-459-365	**16. FMS VENDOR #** 051460	**17. PROJECT ID #** N/A

18. CONTRACT PURPOSE

YEAR 2 FUNDS FOR HOTSPOTTERS PROJECT

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this AMENDMENT and attachments and have executed this AMENDMENT on the date signed. The rights and obligations of both parties to this AMENDMENT are governed by this AMENDMENT.

City Clerk's No. OPR 2025-0008

CITY OF SPOKANE

CONTRACT AMENDMENT E

Title: HOTSPOTTERS

THIS CONTRACT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **CONSISTENT CARE SUPPORT SERVICES, LLC** whose address is 1235 N POST ST, SUITE 200, SPOKANE, WA 99201 as ("COMPANY"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, for purposes of this AMENDMENT, deleted contract language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.

WHEREAS, the PARTIES desire to extend the CONTRACT term for an additional one (1) year period and increase the total funding available with Opioid Settlement funds under this CONTRACT; and

WHEREAS, the PARTIES are amending the CONTRACT to include an updated Scope of Work reflecting the continuation and/or expansion of services to be provided; and

WHEREAS, the PARTIES shall transition from email-based billing submissions to submitting draw requests exclusively through the Neighborly platform in order to streamline and standardize the payment process; and

WHEREAS, the CITY is aligning the insurance requirements to be reflective of current City of Spokane policy; and

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

1. CONTRACT DOCUMENTS.
   The original CONTRACT, 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 January 1, 2026.

3. AMENDMENT.
   SECTION 1 – PERFORMANCE.
   The COMPANY shall provide the Intensive Case Management Services summarized in COMPANY's statement of work, which is attached as ((~~Exhibit B~~)) SCOPE OF WORK. In

the event of a conflict between these documents and this CITY CONTRACT, the terms of this contract will control.

4. AMENDMENT.
SECTION 2 – TERM OF AGREEMENT.
((~~The term~~)) Year 1 of this AGREEMENT begins on November 1, 2024, and shall run through ((~~October 31, 2025~~)) December 31, 2025, and Year 2 of this AGREEMENT begins January 1, 2026 and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions of this AGREEMENT.

5. AMENDMENT.
SECTION 3 - COMPENSATION/PAYMENT.
The total amount CITY shall pay COMPANY is increased by **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00)** which equates to a new total CONTRACT amount not to exceed **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($625,000.00)** for everything furnished and done under the original CONTRACT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original CONTRACT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original CONTRACT and this AMENDMENT document.

The PARTIES agree that any unexpended funds from Program Year 1 under this CONTRACT may be carried over and applied to Program Year 2, subject to compliance with all applicable laws, regulations, and requirements set forth in this AMENDMENT.

YEAR 1 BUDGET	
OPERATIONS	$338,382.00
ADMINISTRATION	$34,090.00
TOTAL REIMBURSEABLE AWARD	**$372,472.00**
CITY BULK PURCHASE CELL PHONES	$2,528.00
TOTAL AWARD	**$375,000.00**

YEAR 2 BUDGET	
OPERATIONS	$221,818.18
ADMINISTRATION	$22,181.82
TOTAL REIMBURSEABLE AWARD	**$244,000.00**
CITY BULK PURCHASE CELL PHONES	$6,000.00
TOTAL AWARD	**$250,000.00**

((~~The COMPANY shall send its application for payment to City of Spokane Community, Housing, and Human Services Department, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317, or by email to chhsreports@spokanecity.org. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the CONTRACTOR's application except as provided by state law.~~))

Upon execution of this contract the CITY shall send out program specific reports to the COMPANY to be used for reimbursement. The CITY shall reimburse the COMPANY only for actual incurred costs upon presentation of accurate and complete draw requests, which will be submitted by the COMPANY through the Neighborly participant portal approved by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

Neighborly Participant Portal:
https://portal.neighborlysoftware.com/spokanewa/participant

Requests for reimbursement by COMPANY shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the Draw Request function in the COMPANY's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted and your CITY Program Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, COMPANY shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

6. AMENDMENT.
SECTION 8 – INSURANCE.
During the term of the CONTRACT, in addition to the insurance coverages outlined in the original CONTRACT, the COMPANY shall maintain in force at its own expense, the following insurance coverages:

   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 CONTRACT. The coverage must remain in effect for at least two (2) years after the CONTRACT is completed

   E. Cyber Liability Insurance with a combined single limit, or the equivalent of, not less than $2,000,000.

   F. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

7. HMIS REQUIREMENTS.
The PARTIES agree that the COMPANY shall comply with the most up-to-date HMIS (Homeless Management Information System) requirements as attached during the term of this CONTRACT.

THIS SECTION

INTENTIONALLY

LEFT BLANK

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.

COMPANY

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

THIS PAGE

INTENTIONALLY

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ATTACHMENT – SCOPE OF WORK

1. DESCRIPTION

   Consistent Care Support Services will operate the Hot Spotters program, providing intensive case management for high utilizer individuals with substance use disorder. High utilizer individuals are those who frequently interact with emergency services, law enforcement, and healthcare systems in the community. Under this project, Consistent Care will provide intensive case management services to facilitate access to treatment and monitor program effectiveness in reducing recidivism rates. Consistent Care will work with local agencies including Community Court, Spokane Police, Spokane Fire, hospitals, and other agencies to identify high utilizers in need of services. Services will include initial assessments to determine individual needs, initiating long-acting injectable anti-psychotic medications for those with schizophrenia and medication assisted treatment for those with opioid use disorders, detoxification services, inpatient and outpatient rehabilitation, mental health counseling, housing assistance, job training, transportation to treatment, access to harm reduction resources, peer support groups, and more. Consistent Care will also provide clients who are actively engaged with a cell phone to ensure they stay engaged with case managers and services throughout the treatment process.

   Consistent Care will log client enrollments and services in HMIS, including phones distributed to clients. Consistent Care will aim to enroll 15 new clients monthly for case management services. Consistent Care will also be responsible for tracking the KPIs outlined by the City below and host a Hot Spotters case conferencing meeting with community providers every other month.

2. HMIS PROJECT NAME(S)

CCS--SSO--HOT SPOTTERS

3. FUNDING

   ☒ This HMIS project is funded by this grant *only*
   ☐ This HMIS project is funded by *multiple* grants

4. HMIS PROJECT TYPE(S)

   ☐ Permanent Housing – Rapid Rehousing (RRH)
   ☐ Permanent Housing – Permanent Supportive Housing (PSH)
   ☐ Permanent Housing – Permanent Housing with Services (PHS)
   ☐ Permanent Housing – Permanent Housing Only (PH)
   ☐ Transitional Housing (TH)
   ☐ Emergency Shelter: Night-by-Night (ES: NBN)
   ☐ Emergency Shelter: Entry/Exit (ES: EE)
   ☐ Street Outreach (SO)
   ☒ Supportive Services Only (SSO)
   ☐ Coordinated Entry (CE)
   ☐ Day Shelter (DS)
   ☐ Homelessness Prevention (HP)
   ☐ N/A (PROJECT DOES NOT USE HMIS)

ATTACHMENT – SCOPE OF WORK

5. INVENTORY

Total Number of **Units** in HMIS Project	N/A
Total Number of **Beds** in HMIS Project	N/A

6. HOUSEHOLD TYPE FOR HMIS

☐ Households with Children
☒ Households without Children
☐ Households with Only Children

7. NUMBER SERVED

Total Number of **Individuals** Served with this Grant	180

8. POINT(S)-OF-ENTRY

☐ Coordinated Entry - Families
☐ Coordinated Entry - Singles
☐ Coordinated Entry - Youth & Young Adults
☐ Walk-In
☐ Healthcare Provider Referral
☒ Other (please describe): Collaboration with Municipal Courts, Spokane Police and Fire Departments, Hospitals, and other community agencies to develop list of “high utilizer” individuals exhibiting signs of substance use disorder.

9. SITE LOCATION(S)
N/A

10. ADMINISTRATION LOCATION
1235 N. Post St, Suite 201
Spokane, WA 99201

11. SUBPOPULATIONS SERVED
This project serves the following subpopulation(s) ***exclusively:***

☐ Severely Mentally Ill
☒ Chronic Substance Abuse
☐ Veterans
☐ HIV/AIDS
☐ Victims of Domestic Violence
☐ Unaccompanied Youth Under 18
☐ Unaccompanied Youth 18 - 24
☐ Parenting Youth Under 18
☐ Parenting Youth 18 - 24
☐ N/A - This project does not serve any of the above subpopulations exclusively

ATTACHMENT – SCOPE OF WORK

12. VICTIM SERVICE PROVIDER
Is your organization, or subrecipient, a victim service provider as defined in 24 CFR 578.3?

☐ YES ☒ NO

13. RENTAL ASSISTANCE
Please select all that apply.

☐ Yes – Security Deposit Only
☐ Yes – Security Deposit + Admin Fees + First & Last Month's Rent
☐ Yes – Past Due Rent
☐ Yes – Future Rent
☒ No – This contract does not pay for Rental Assistance

14. SUPPORTIVE SERVICES
Please select all that apply.

Assessment of Services Needs	☐ YES	☒ NO
Assistance with Moving Costs	☐ YES	☒ NO
Case Management	☒ YES	☐ NO
Child Care	☐ YES	☒ NO
Education Services	☐ YES	☒ NO
Employment Assistance/Job Training	☒ YES	☐ NO
Food	☒ YES	☐ NO
Housing Search/Counseling Services	☒ YES	☐ NO
Legal Services	☐ YES	☒ NO
Life Skills Training	☐ YES	☒ NO
Mental Health Services	☒ YES	☐ NO
Outpatient Health Services	☒ YES	☐ NO
Outreach Services	☒ YES	☐ NO
Substance Abuse Treatment Services	☒ YES	☐ NO
Transportation	☒ YES	☐ NO
Utility Deposits	☐ YES	☒ NO

☐ This contract does not pay for Supportive Services .....

15. STAFFING PLAN

The following job titles will be billed to this contract:

Program Manager
Case Managers
Administrative Assistant

16. PERFORMANCE DATA
Data Performance standards are established by the Five-Year Strategic Plan to Prevent

and End Homeless as outlined in the Performance Management Plan (Plan) unless it is a project that may not be included in the Plan, then the SUBRECIPIENT and CITY will determine what existing intervention data standards most closely align with the proposed project. Performance compliance will also include: Timely submission of Monthly Data Quality Reports (MDQR).

The Quarterly Performance Reports (QPR) will be shared, regularly but no less than quarterly, with the City of Spokane City Council, Spokane County, City of Spokane Valley, Continuum of Care Board, Community Housing and Human Services Board (CHHS); and will be posted on a publicly facing dashboard via The City of Spokane's website or its designee. Prior to making these reports public, the City will send them to the providers for their review.

17. PERFORMANCE

a. HMIS PERFORMANCE METRICS:

Street Outreach		
Measure	Minimum Performance Standard	System Performance Target
Exits to Permanent Housing	**At least 40%** of persons in project will move into permanent housing at exit.	**At least 50%** of persons in project will move into permanent housing at exit.
Exits to Temporary or Institutional Settings	**At least 25%** of persons in project will move to certain temporary and institutional settings at program exit.	**At least 30%** of persons in project will move to certain temporary and institutional settings at program exit.
Average time from Date of Engagement to Successful Exit	The average length of time from Date of Engagement to successful exit is **no more than 90 days.**	The average length of time from Date of Engagement to successful exit is **no more than 60 days.**
Successful Exits from Street Outreach	**At least 55%** of persons in project will move into permanent housing or to certain temporary and institutional settings at program exit.	**At least 65%** of persons in project will move into permanent housing or to certain temporary and institutional settings at program exit.
Returns to Homelessness	Project will have **no more than 20%** of adults who exited to permanent housing return to homelessness within two years of exit.	Project will have **no more than 10%** of adults who exited to permanent housing return to homelessness within two years of exit.
Serving those with the Longest Lengths of Homelessness	**At least 64%** of persons served by project will have lengths of homelessness greater than 12 months.	**At least 75%** of persons served by project will have lengths of homelessness greater than 12 months.
Employment and Income Growth	**At least 35%** of persons in project will gain or increase employment or non-employment cash income at	**At least 50%** of persons in project will gain or increase employment or non-employment cash income at

	exit when they have a Date of Engagement.	exit when they have a Date of Engagement.

b. ADDITIONAL DATA/KEY PERFORMANCE INDICATORS (KPIs) TO BE COLLECTED

The following shows KPIs the City of Spokane will be looking at in its evaluation of Consistent Care. For each, the City has outlined the data required to be collected by Consistent Care, for successful measurement of these KPIs.

Starred items (*) are required to be tracked in structured fields per patient (table), to facilitate easy reporting. All other items may be documented in unstructured clinical notes (but are still required to be documented).

1. **Client Information**
    a. Date of enrollment in Consistent Care*****
    b. Date of disenrollment/exit *****
    c. Client identifier *****
    d. Gender*****
    e. DOB*****
    f. Race*****
    g. Ethnicity*****
    h. Referral Source (e.g. Community Court, SPD, SRSC)*****
    i. Insurance*****
    j. Housing status at enrollment *****

2. **Medical History and Treatment**
    a. Diagnoses
        i. OUD*****
        ii. Mental Illness*****
            1. SMI (Severe Mental Illness)*****
        iii. Chronic or acute medical diagnoses and treatment
    b. Treatment & Medication Management
        i. Date (***** for any medications relevant to treating the patient's opioid or substance use related treatment)
        ii. Medication prescribed and/or administered (***** for any medications relevant to treating the patient's opioid or substance use related treatment)
        iii. Medication compliance

3. **Opioid Recovery and treatment– this can be highlighted by the following**
    a. Self-Reported opioid use, type, and frequency*****
    b. date of relapse(s) (historical and during enrollment) *****
    c. Date of urine test and Test result(s)
    d. MAT enrollment*****
        i. Date

ii. Clinic/Location
iii. Medication, dose, frequency, adherence

e. In patient/out patient/residential treatment*
   i. Date
   ii. Clinic
   iii. Treatment plan, adherence

4. **Providing Interventions of Quality of Life/Functionality – this can be highlighted by the following**
   a. Tracking returning individuals to their homes*
      i. Date of transportation to reunification
      ii. Date confirmed family reunification
   b. Tracking Referrals to other providers and services*
      i. Date of referral
      ii. Referral type
         1. Prenatal/Postpartum Care
         2. Housing
         3. PCP
         4. Counseling
         5. Peer Support
         6. Other (please define)
      iii. Date of referral acceptance
   c. Cell Phone provided*
      i. Date
      ii. Date of replacement, if relevant

5. **Parental outcomes**
   a. CPS contact and outcome*

6. **Tracking other relevant patient reported outcomes**
   Relevant scores of interest

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HMIS REQUIREMENTS

1. GENERAL.
   GRANTEE shall enter data into HMIS and abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent contracts, entered into before, or during, the term of this CONTRACT. Failure to enter data into HMIS will be considered a breach of contract and the CONTRACT may be terminated pursuant to the contract terms.

   CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to Spokane HMIS – City of Spokane, Washington. Communications regarding updates to the website will be distributed via e-mail to current HMIS users.

   GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to hmis@spokanecity.org.

2. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA).
   If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The HMIS Team is responsible for certifying a database as “comparable”.

3. DATA QUALITY.
   The GRANTEE shall enter data into the CITY HMIS for every client served under this CONTRACT in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, HMIS Policies and Procures and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted monthly on or before the 10th day of each month to hmis@spokanecity.org. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care.

   All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

4. HMIS TRAINING.
   The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS within ninety (90) days of providing services under this CONTRACT.

   Visit the City of Spokane HMIS Training website to register for training and for more information.

5. PROJECT BED/UNIT INVENTORY.
   GRANTEE must notify the HMIS Team if there are significant shifts (greater than or equal to 10%) in the project’s bed and unit inventory.

6. CLOSE-OUT REQUIREMENTS.
   The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this CONTRACT. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete by sending notice in the form of an email communication to hmis@spokanecity.org.

   GRANTEE will fulfill other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

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CONSCAR-05 SOLIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2026

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Stephanie Olive PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: stephanie.olive@alliant.com
INSURED Consistent Care Services SPC, PS 1235 N Post St, Ste 201 Spokane, WA 99201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : Underwriters at Lloyd's (Lloyd's of London) — 00000 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Sexual Abuse/Molestation Liab	X		ETD 0504468	8/29/2025	8/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggregate	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ETD 0504468	8/29/2025	8/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ETD 0504468	8/29/2025	8/29/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ETD 0504468	8/29/2025	8/29/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liabili			ETD 0504468	8/29/2025	8/29/2026	Each Prof Incident	1,000,000
B	Network Sec/Priv Lia			ESO0340454693	8/12/2025	8/12/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its Officers and Employees are Additional Insured with respect to General Liability per endorsements attached.

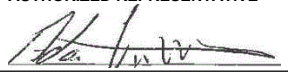
CERTIFICATE HOLDER

City of Spokane, its Officers and Employees

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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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

February 10, 2026

WA UBI No.	604 459 365
L&I Account ID	347,594-01
Legal Business Name	CONSISTENT CARE SUPPORT SERVICES LLC
Doing Business As	CONSISTENT CARE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "31 to 50 Workers"
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).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES
808 W SPOKANE FALLS BLVD # 7
SPOKANE, WA 99201

Number of days notice (other than nonpayment of premium): 45

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES 808 W SPOKANE FALLS BLVD # 7 SPOKANE, WA 99201
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

b. 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.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY - TABLE OF CONTENTS

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

SCHEDULE

Limits of Insurance	$ 1,000,000	Each Claim
	$ 3,000,000	Annual Aggregate

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or suit seeking damages arising out of any actual or alleged act of "abuse".

1. The following additional coverage is added to **SECTION I - COVERAGES**:

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to a person arising out of an act of "abuse" 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 for "abuse" to which this insurance does not apply. We may, at our discretion, investigate any act of "abuse" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph **5. LIMITS OF INSURANCE** of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under the insurance provided by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to injury only if:

(1) The injury is caused by "abuse" that takes place in the "coverage territory";

(2) The "abuse" occurs during the policy period; and

(3) Prior to the "coverage term" in which "abuse" occurs, you did not know, per Paragraph **1.d.** below that the "abuse" had occurred or had begun to occur, in whole or in part.

c. "Abuse" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "abuse" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "abuse" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "abuse" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "abuse";

(3) First observes, or reasonably should have first observed, the "abuse";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "abuse" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "abuse" was substantially certain to occur.

2. EXCLUSIONS

This insurance does not apply:

a. To an insured who actually or allegedly personally participated in or condoned any act of "abuse".

However, Paragraph **a.** shall not apply unless and until one of the following occurs:

(1) The insured is convicted of a criminal offense arising from the alleged "abuse";

(2) The insured pleads guilty or no contest to a criminal charge or charges arising from the alleged "abuse";

(3) The insured admits to their personal participation in or condoning of the alleged "abuse"; or

(4) The insured's personal participation in or condoning of the alleged "abuse" is determined to have occurred by a court of competent jurisdiction in a civil action, at which point our duty to defend the insured or pay damages on behalf of the insured shall cease.

b. To the cost of defense of, or the cost of paying any fines for any person resulting from actual or alleged violation of any penal or criminal statute.

c. To any injury arising out of any actual or alleged violation of a penal statute or ordinance committed by or with the knowledge of consent of any insured.

d. To liability assumed by the insured under any contract or agreement. However, this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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

f. To any injury to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct to the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(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.

g. To any exemplary or punitive damages.

h. To any liability arising from or in connection with:

(1) "Abuse" which occurred prior to the beginning of the consecutive annual period of the policy period in which insurance coverage is sought; or

(2) "Abuse" committed or allegedly committed by one person, or by two or more persons acting together, the first of which occurred prior to the beginning of the consecutive annual period of the policy period in which insurance coverage is sought.

3. SUPPLEMENTARY PAYMENTS apply to the insurance provided by this endorsement.

4. SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

a. 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.

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 either your "executive officers"(if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts

within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) Injury:

1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)1)** above;

3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)1)** or **2)** above; or

4) Arising out of his or her providing or failing to provide professional health care services.

(2) Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

(3) Any trustees, official, member of the board of governors or clergyman but only with respect to their duties as such.

(4) Any students in training, but only for acts within the scope of their duties related to the conduct of your business.

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

However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or, the end of the policy period, whichever is earlier;

(2) Coverage does not apply to injury that occurred before you acquired or formed the organization.

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

5. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

Regardless of the number of insureds under this insurance or of the number of claims made or "suits" brought, our liability is limited as follows:

a. Our total liability for all damages because of all injury to which this insurance applies shall not exceed the Limits of Insurance stated in the Schedule as Annual Aggregate.

b. Subject to the Annual Aggregate provisions, our total liability for all damages because of all injury arising out of "each claim" covered by this insurance shall not exceed the Limit of Insurance stated in the Schedule as applicable to "Each Claim".

The limits of this endorsement apply separately to each "coverage term".

6. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted and replaced with the following:

2. Duties in the Event of Occurrence, Offense, Abuse, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "abuse" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence", offense or "abuse" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence", offense or "abuse".

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 claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(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 or damage to which this insurance may also apply.

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.

7. **SECTION V - DEFINITIONS** is amended as follows:

1. The following definitions are hereby added:

a. "Each claim" means that regardless of:

(1) The number of acts of "abuse";

(2) The period of time over which such acts occurs; or

(3) The number of persons acted upon,

all injury arising out of all covered acts of "abuse" by the same person, or by two or more persons acting together, will be considered one claim, subject to the Each Claim Limit of Insurance in force at the time the first act covered by this or any other policy issued by us took place.

b. "Abuse" means:

(1) Actual or alleged physical abuse or physical harm arising out of a single, continuous or repeated exposure of one or more persons to physical acts; or

(2) Actual or alleged physical misconduct or physical molestation arising out of a single, continuous or repeated exposure of one or more persons to acts of a sexual nature;

committed by:

(1) One person; or

(2) Two or more persons acting together or in related acts or series of acts.

However, "abuse" does not include employment-related sexual harassment.

2. The definition of "suit" is deleted and replaced with the following:

"Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage", "personal and advertising injury" or "abuse" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Consent

Council Meeting Date: 04/27/2026

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	TOM WILLIAMS 509-625-7001	**Requisition #**	WA STATE DES
Contact E-Mail	TWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	AV EQUIPMENT INSTALLATION		

Agenda Wording

Setup a contract with Avidex for the installation of new AV equipment at the Fire Training Center.

Summary (Background)

Special Budget Ordinance ORD C36845 allowed for the budget to replace existing failed audio equipment at the Fire Training Center. Avidex is setup under WA State Contract #00224 and is being selected as the vendor to replace this failed equipment. This will be to setup a service contract with Avidex for the installation of the equipment. A separate item is being submitted for equipment purchase.

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

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 64,328.10
Current Year Cost	$ 64,328.10
Subsequent Year(s) Cost	$

Narrative

Approve installation contract with Avidex for the replacement of failed audio equipment at the Fire Training Center.

Amount		Budget Account
Expense	$ 64,328.10	# 1940-37320-94220-56406-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head		PS EXEC REVIEW	
Division Director		PURCHASING	PRINCE, THEA
Accounting Manager			
Legal			
For the Mayor			

Distribution List

Derrick Green derrick.green@avidex.com	Dean Pearcy dpearcy@spokanecity.org
Tom Williams tmwilliams@spokanecity.org	Scott Campbell scampbell@spokanecity.org
Fire Accounting sfdaccounting@spokanecity.org	Thea Prince tprince@spokanecity.org
Lance Dahl idahl@spokanecity.org	

City Clerk's No. _____

CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: FIRE TRAINING CENTER A/V UPGRADES AND TECHNICAL SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **AVIDEX INDUSTRIES, LLC**, whose address is 2018 East Riverside Avenue, Suite 1, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to perform Audio/Visual System Upgrades and Provide Technical Services at the Fire Training Center; and

WHEREAS, the Contractor was selected from Washington State DES Contract #00224.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on April 1, 2026, and ends on August 31, 2026, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Contractor's Proposal dated March 23, 2006, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY-EIGHT THOUSAND NINE HUNDRED SIXTY-TWO AND 51/100 DOLLARS ($58,962.51)**, not including sales tax if applicable, 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.

The Company shall submit its applications for payment to the Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. **STATE PREVAILING WAGES**.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. **RETAINAGE IN LIEU OF BOND.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. **PUBLIC WORKS REQUIREMENTS.**

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

11. 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 Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. INDEMNIFICATION.
The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.
During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 Contractor's services to be provided under this Agreement;

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

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

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

15. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave,

vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

18. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

19. 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.

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

21. 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.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.
In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.

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

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

GREYSTONE CONSTRUCTION COMPANY	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Contractor's Proposal dated March 23, 2026
26-072

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.

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

EXHIBIT B

City of Spokane

Fire Training Center A/V upgrades – Technical Services

AUDIOVISUAL SOLUTION PROPOSAL

Washington State DES Contract #00224

100250224

Version 4.2

Submitted by
Derrick Green

Audio Video Integration & Design Excellence

2018 East Riverside Ave, Ste 1, Spokane, WA 99202 | 509.455.6873

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and City of Spokane shall be referred to as “Client.”

INTRODUCTION

Avidex is passionate about delivering collaborative audiovisual solutions that improve the way we work, learn, and live. Avidex delivers innovative audiovisual and unified communication solutions that enable organizations to collaborate, create, and share ideas with technology solutions that are user-friendly, scalable, and serviceable. As a global AV integrator, Avidex creates unparalleled client experiences from strategic planning and system design through deployment, training, and managed services/support. Avidex is a PSNI Global Alliance affiliate, one of the top 10 largest AV integrators in the U.S., and is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

JOBSITE ADDRESS

Services will be delivered at 1618 N Rebecca Street, Spokane, WA 99217 in following locations:

Classrooms A, B, C, D & Auditorium,

SCOPE

Overview

Spokane Facilities District has a non-functional Crestron control system and aging Audia-Flex audio system. This project will be Phase One to a full refresh within the years to come. Phase One consists of modernizing control and upgrading the core DSP functions across the four-way divisible Classroom space as well as the Auditorium.

Classrooms A-D

- Control
    - 10” QSC Touchscreen with the following functions:
        - Laptop/ In Room PC Source Selection
        - Room Volume Up/ Down/ Mute
        - Projector Screen and Projector Automation
    - Existing projectors of various models and existing projector screens to be controlled by QSYS.
    - Existing flat panel displays to be controlled via QSYS.
    - Existing Birddog NDI routing to be controlled via QSYS.
    - Rooms will be combined via IP UCI accessed by the Advanced IP UCI.

- Audio
    - New QSC amplifier will replace existing amplification.
    - Existing speakers to be reused.
    - Existing hanging microphones will be decommissioned with plans to replace with beamforming array microphones in a future phase.

Auditorium

- Control
    - 10” QSC Touchscreen with the following functions:
        - Laptop/ In Room PC Source Selection
        - Room Volume Up/ Down/ Mute
        - Projector Screen and Projector Automation
    - Existing projectors of various models and existing projector screens to be controlled by QSYS.
    - Existing flat panel displays to be controlled via QSYS.
    - Existing Birddog NDI routing to be controlled via QSYS.
    - Rooms will be combinable via IP UCI accessed by the Control Room PC or laptop.

- Audio
    - New QSC amplifier will replace existing amplification.
    - Existing speakers to be reused.
    - Qty. (3) Beamforming array microphones to be installed to replace existing ceiling microphones.
    - USB connectivity included for room audio devices to support far side meetings.
        - USB Switching between In-Room PC and BYOD Laptop.

Headend and Network

- DSP and Control
    - QSC Core will replace existing DSP and Crestron Control.
    - Core will be located within the Control Room rack.
    - Advanced IP GUI will be available to the Control Room operator and be available to the control room PC and Ethernet connection throughout the AV Network.
- Network
    - New SFP+ Switch to be located with control room and existing 10G fiber will connect to each room in a star network structure.
    - New 24-port SFP+ switches will be located in each classroom and the auditorium to provide for current control and provide as a basis for expansion during additional phases of the project.

SCHEDULE

Avidex will develop a work schedule with Client that meets the implementation requirements of the project based upon equipment, resource, and room availability.

Equipment delivery is subject to change by manufacturers' supply and freight carriers. Avidex will provide schedule updates to Client through completion.

Washington State DES Contract #00224

Simple, Compliant Procurement for Audio-Visual Technology

What is DES Contract #00224?

DES Contract #00224 is a Washington State Department of Enterprise Services statewide cooperative purchasing contract that allows public agencies to purchase audio-visual technology and services without running their own competitive bid. Avidex is an awarded integration partner providing complete AV system design, equipment, installation, programming, and lifecycle support.

Who Can Use This Contract

- State Agencies
- Cities and Counties
- School Districts and ESDs
- Colleges and Universities
- Public Utility Districts
- Tribal Governments
- Qualified Non-Profit Organizations

Benefits for Public Agencies

- No RFP required – DES already completed the competitive solicitation
- Compliant procurement for Washington public sector entities
- Pre-negotiated contract terms and pricing
- Faster project timelines
- Access to experienced AV design and integration specialists

Simple Procurement Process

1	2	3	4
Define Needs Consult with Avidex	Request Avidex Quote Under DES #00224	Issue Purchase Order to Avidex Referencing Contract	Design, Install & Support Delivered

PRICING

TECHNICAL SERVICES

TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. This proposal includes **non-union** labor for all activities. Prevailing wage for Spokane County has been calculated.	$57,818.63
GENERAL & ADMINISTRATIVE	$1,143.88
PROJECT SUBTOTAL	$58,962.51
SHIPPING ESTIMATE - DES contract includes standard ground shipping	$0.00
SALES TAX ESTIMATE - Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	$5,365.59
ESTIMATED PROJECT TOTAL	**$64,328.10**
PAYMENT & PERFORMANCE BOND - Not included in above totals	$0.00
EXTENDED PROJECT TOTAL WITH BOND	**$64,328.10**

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, turnkey audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as proposed within this document.

Avidex follows industry-certified and documented processes to ensure that each system is installed as intended.

The following describes the scope of work and project deliverables for Technical Services.

PROJECT MANAGEMENT

- Responsible for Client communication throughout the project duration
- Coordinate all activities with designated Client representative(s)
- Avidex will participate in meetings as required to complete the project and coordinate with other trades. Attendance at weekly coordination meetings are not included in this agreement
- Monitor project implementation through completion
- Provide scheduling for and oversight of Avidex personnel
- Coordinate equipment ordering, staging and pre-installation fabrication of equipment for the project
- Coordinate any site conditions that may necessitate audiovisual system changes
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration
- Coordinate audiovisual system connections and interfaces as they relate to any data network, lighting, electrical, or mechanical systems
- Verify project completion
    - Confirm completion of system testing
    - Ensure completion of any punch list items

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
    - System functional diagrams
    - Facilities drawings (equipment locations)
    - Control system program requirements
- Detail Client’s network requirements for system to operate as described and designed
- Test and debug system
- Oversee final systems testing and commissioning
- Adjust and balance system settings
- Mark and record final system settings
- Ensure the finished system meets the design criteria and functions per the developed content

CONTROL SYSTEM PROGRAMMING

- Create AV control system code
- Design and create user interface (UI)
- The user interface will be built upon a standard UI style and standard buttons with minor adjustments of wording, logos, and background color. Two planning meetings for UI review are included: one for preliminary layout selection, review of recommended UI language, logos, branding guidelines and the second for final text review and edit
- Test and debug control system

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables
- Install structural mounting systems for all audio-visual equipment
- Mount and terminate all AV connection plates
- Install all AV equipment
- Site clean-up and trash disposal
- Assure that all installed systems are operating as proposed
- Assist engineering with systems testing and debugging
- Provide or assist in providing end-user training

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide Client with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Documentation will include record drawings and manufacturer's equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. A laminated operation 'cheat sheet' that outlines common usage for end users will be provided.

Maintenance manuals for most electronic components are only available to manufacturer-certified and trained personnel. Maintenance manuals are not included in final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. “Normal Business Hours” are defined as Monday through Friday, 8:00am to 5:00pm local time.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as coordinated with Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to vehicle access for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. If Client cannot provide a secure storage space, Avidex will work with Client to identify and mutually agree upon a suitable solution. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by Client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, Avidex shall obtain, at Client’s expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, is not used as a result of any customer changes to the design, or is refused by Client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to 100% of the sales price restocking fee, plus any incurred freight.
- The agreed completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex’s control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour work weeks, Monday through Friday, in site work hours, typically between the hours of 8:00AM and 5:00PM local time. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the Client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a review of credit and contract terms, and approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall remain proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall-mounted equipment including displays, loudspeakers, cameras, etc.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos-treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of Client-furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use, whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will use cloud-based monitoring to assist with and facilitate incident resolution, where applicable.
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing.
- Avidex will reinstall the repaired or replaced equipment and test the system.
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty.

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage.
- Repair of Client Furnished Equipment.
- After hours 24x7 Helpdesk support.
- Guaranteed on-site response time.
- Remote system reporting, or the sharing of system performance data.
- Before- or after-hours on-site response.
- Proactive support or preventive maintenance.
- Training.
- Spare or loaner equipment during equipment repair period.
- Warranty coverage for client acts of negligence or misuse.

360° SERVICE™ MANAGED SERVICES & SUPPORT

Avidex recommends the Advanced 360° Service for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.

360° Coverage	Essential	Advanced	Elite
Call Center Availability	8x5*	24x7	24x7
Technical Support Availability	8x5*	8x5*	24x7
Call Response Time SLA	4 hours*	2 hours*	1 hour*
On-Site Response Time SLA	2 business days	1 business day	4 business hours*
Repair or Replacement of Defective Hardware within Manufacturer Warranty	•	•	•
Repair or Replacement of Defective Hardware out of Manufacturer Warranty**		•	•
Annual Preventative Maintenance & Report (to be scheduled by Client)		One	One
On-Site Service Assurance Technician	Optional	Optional	Optional
Expedited advance replacement of critical devices (subject to product availability and additional fees).			•
The below items require internet access for the AV system reporting agent software. This requires the implementation of hardware and software applications. ***The proposed scope of work should confirm if these features have been included and are therefore supported.***			
Remote Monitoring with Fault Detection	•	•	•
Remote Monitoring with Fault Detection, Reporting, & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Configurations & Changes			•

** Standard Business Hours in Local Time*
*** Excluding end of life (EOL) products as determined by the manufacturer. Other product exclusions may apply as determined by Avidex and specified in writing as Appendix B to the 360° Service Plan agreement.*

Initial Term, Multiyear Pricing, and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. For multiyear service agreements, Avidex reserves the right to increase the service price annually, not to exceed 4%.

Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 8509 154th Ave NE, Ste 100 Redmond, WA 98052

At any time within the current term or renewal period, should adjustments in service level responsibilities and price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing, and once executed, become part of the current Agreement or understanding between the parties.

PAYMENT TERMS

This proposal is valid for 20 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

Avidex will proceed with the proposed work following receipt of Client's purchase order referring to this proposal, a co-signed contract referring to this proposal, or the signed proposal.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

Derrick Green		03/23/2026
Name	Signature	Date

Client Approval:

Client Name/Title	Signature	Date

Internal Avidex Approval:

Name	Signature	Date

Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

Attachments:

Integrated Systems Terms & Conditions

INTEGRATED SYSTEMS TERMS & CONDITIONS

1. AGREEMENT SUM AND TAXES AND CREDIT APPROVAL

The client shall pay Avidex in current US dollars for performance of the work within this agreement, and for any additions or deductions that are mutually agreed upon by written change of order. Avidex will invoice the Client for all imposed and applicable sales, excise and/or use taxes associated with the sale of goods and/or services. All proposals and quotations are subject to final credit approval and documentation acceptable to Avidex.

2. MATERIAL PRICE ESCALATION

Prices for Equipment covered by this Agreement may be adjusted by Avidex, upon notice to Client at any time prior to shipment regardless of Client's acceptance of the Avidex quotation, to reflect any increase in Avidex's cost of equipment or materials due to changes or increases in law or taxes; Trade Restrictions (as defined below); or other government actions. The term "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

3. PAYMENT TERMS

Avidex will submit invoices for work performed based upon the payment terms mutually agree upon presented on the signature page. Unless otherwise provided, Avidex will invoice for materials and equipment not yet incorporated into the project work but delivered and suitably stored on or off the project worksite, upon which Avidex assigns, transfers title to, and conveys said materials and equipment to the Client. Stored material invoices shall include applicable insurance fees, storage fees, and costs incurred transporting the materials to an off-site storage facility.

4. TITLE AND RISK OF LOSS

Title and risk of loss or damage to any products will pass to the client upon Avidex's delivery of the products to the client. Client must make all claims for damage to or loss of products directly with their insurer or with the equipment carrier, if applicable. Client should be aware of carrier policies and file all claims in a timely manner.

5. CLIENT

Except for permits and fees that are the responsibility of Avidex, under the Request for Proposal, the client shall secure and pay for necessary approvals, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

6. RESPONSIBILITY AND INDEMNIFICATION

Avidex shall be responsible to the client for the acts and omissions of Avidex's employees and subcontractors, if any, performing portions of the work under this agreement. Avidex employees understand that they have no right to enter into agreements with or make representation on behalf of the client. Avidex shall review, approve, and submit to the project manager shop drawings, product data, samples, and similar submittals as required, for written approval prior to the commencement of the work. The work shall be in accordance with approved submittals. To the fullest extent permitted by law, Avidex shall indemnify and hold harmless the client, its project manager, its employees, officers, agents and directors from and against claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to failure to deliver clear title to the client, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Avidex or anyone directly or indirectly employed by Avidex or anyone for whose acts Avidex may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person. In claims against any person or entity indemnified under this paragraph by an employee of Avidex, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Avidex or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. INSURANCE

Avidex shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Avidex operations under the agreement. Certificates of such insurance shall be filed with the client prior to the commencement of the work. Client shall be responsible for purchasing and maintaining its usual property and liability insurance.

8. TIME
Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Client's project manager may determine. Such Changes Orders may include charges to cover additional costs incurred by Avidex due to the delay. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing. Project timeline and completion schedules will not begin until deposit or initial payment is received by Avidex.

9. AFTER HOURS INSTALLATION / EARLY USE
With prior Client approval and security clearance, installation activity and access to the project site may take place outside of normal business hours and days. There should be no use of the system by the client for its intended purpose until such time as formal approval and acceptance has taken place. Avidex may waive this requirement only with a written authorization. Any operations or changes by the client or contractors other than Avidex, which result in damage or impairment of the system and may require a change order and additional charges to the client. The attached proposal and/or quote was based upon site surveys and verbal information from the client. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by Avidex.

10. INTERNET ACCESS
Avidex requires secure internet access to installed AV systems for the express purpose of remote monitoring and management of the AV hardware. This enables sending of system health alerts in support of keeping systems in an operational state. Further, access will provide the capability of restorative actions to remedy disruptive incidents.

11. DISTANCE:
Avidex agreements are contingent upon client site being within 50 miles from an Avidex service location in order to meet on-site time frames listed in the agreement. In the event that the distance to the client site exceeds 50 miles, Avidex reserves the right to modify the service agreement.

12. PRODUCT SUBSTITUTION
Avidex may, at its sole discretion, substitute products included in the system design with those providing similar product form, fit and function as the original products. Product substitutions may occur due to changes to product availability, extensions or delays to estimated or committed delivery, product price increases, regulatory restrictions, or any other factors as determined by Avidex. Any substituted product designs will achieve the functional and end user experience requirements of the system design.

13. CHANGES/CANCELLATION
Any changes or modifications to the agreed upon scope of work defined in this proposal must be mutually agreed upon in writing. All changes shall be submitted and approved in writing and documented in a change order. Should the Client in whole cancel a project or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close. These costs include but are not limited to: the design and engineering services; project management; the installation and programming technical labor; the subcontracting costs; the materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to restocking charge policy.

14. WAIVER
Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

15. ENTIRE AGREEMENT
This agreement and appendices to this agreement, including the RFP as reference herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

16. APPROVAL OF ORDERS
This agreement and all client purchase orders for products under this agreement are subject to acceptance by Avidex including, if appropriate, approval by Avidex Credit Department. Upon notice by Avidex, the client will furnish Avidex such financial information as Avidex may reasonably request for this approval. Such financial information shall be proprietary and confidential to the client and Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the client fails to meet credit requirements established by Avidex.

17. FINANCE CHARGE/ COSTS OF COLLECTION
If the client fails to pay Avidex for equipment and/or services when due, then in addition to any other remedies available to Avidex under this agreement or allowed by law for that default, the client shall pay Avidex an additional monthly finance charge equal to the lesser of: a) one and one-half percent (1.5%); or b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that the payment remains outstanding and Avidex's reasonable and actual expenses for collection, including, but not limited to attorneys' and experts' fees and court costs.

18. ARBITRATION
All claims or disputes between Avidex and the client arising out of relation to the agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute on the project. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and a judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

19. LIMITATION OF LIABILITY
Without limitation of any other provision in this agreement limiting or excluding liability of Avidex the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this agreement, or the purchaser's purchase shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall Avidex be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or goodwill, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.

20. GENERAL
During the performance of this Agreement, the contractor/vendor shall comply with all applicable federal, state and local laws of any nature whatsoever in connection with the goods and services provided including, but not limited, to, applicable provisions of E.O. 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 29 C.F.R. 471 Appendix A to Subpart A, and the EEO Clauses set forth in 41 C.F.R. 60-1.4, 41 C.F.R. 60-300.5 and 41 n. cont. C.F.R. 60-741.5 **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

License Information:

New search Back to results

Entity name: AVIDEX INDUSTRIES, L.L.C.

Business name: AVIDEX

Entity type: Limited Liability Company

UBI #: 602-347-574

Business ID: 001

Location ID: 0003

Location: Active

Location address:
2018 E RIVERSIDE AVE
STE 1
SPOKANE WA 99202-5068

Mailing address:
8509 154TH AVE NE
STE 100
REDMOND WA 98052-353

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	T11047195BL			Active	Dec-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BOWERS, LANCE	
CRAIG, SAM	
DAVIS, JEFF	
HIDETAKA, FUKUYAMA	

Registered Trade Names

Registered trade names	Status	First issued
AVIDEX	Active	Dec-24-2003

Registered trade names	Status	First issued
AVIDEX AV	Active	Dec-24-2003
AVIDEX INDUSTRIES LLC	Active	Nov-05-2018
TELEHEALTH SERVICES	Active	Jan-07-2022
TELEVUE	Active	Jan-07-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/25/2026 1:50:11 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2026

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN102238245-Polic-GAUP-25-26	**CONTACT NAME:** Chrismichael Pertab **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** chrismichael.pertab@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Tokio Marine America Insurance Company	10945
INSURED Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202	**INSURER B :** Travelers Property Casualty Company Of America	25674
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-012570856-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CLL6403455-15	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			810-B3572059	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER 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 officers and employees are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

See acord 101...

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 of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102238245

LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

If the carrier cancels or nonrenews this policy, whether at the certificate holder's request or the carrier's, by written notice to the first Named Insured shown in the Declarations, the carrier will mail or deliver a copy of such written notice of cancellation or nonrenewal to the certificate holder at their address at least 30 days before the effective date of the cancelation or nonrenewal, as indicated in our notice to the first Named Insured, if the carrier cancels or nonrenews for any statutorily permitted reason other than nonpayment of premium; or 10 days before the effective date of cancelation, as indicated in our notice to the first Named Insured, if we cancel for nonpayment of premium

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be named as an additional insured on this policy provided the contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury".	Any location in connection with a written contract or agreement executed with the additional insured shown in the 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.

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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 shown in the Declarations;

whichever is less.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

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PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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However:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2026

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PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN102238245-Polic-GAUP-25-26	**CONTACT NAME:** Chrismichael Pertab **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** chrismichael.pertab@marsh.com
INSURED Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Tokio Marine America Insurance Company — 10945 **INSURER B :** Travelers Property Casualty Company Of America — 25674 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012570856-04 **REVISION NUMBER:** 19

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	
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B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		810-B3572059	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			CU6406757-12	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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See acord 101...

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AUTHORIZED REPRESENTATIVE of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102238245

LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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Professional Liability/Cyber
Carrier: Sompo International
Policy#: CNV30103571600
Effective Dates: 12/01/2025 - 12/01/2026
SIR: $250,000
Limits: $1,000,000

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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.

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Consent

Council Meeting Date: 04/27/2026

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	WA STATE DES
Contact Name/Phone	TOM WILLIAMS 509-625-7001	**Requisition #**	VALUE BLANKET
Contact E-Mail	TWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AVIDEX VALUE BLANKET		

Agenda Wording

Setup a Value Blanket with Avidex for the replacement of existing failed audio equipment at the Fire Training Center.

Summary (Background)

Special Budget Ordinance ORD C36845 allowed for the budget to replace existing failed audio equipment at the Fire Training Center. Avidex is setup under WA State Contract #00224 and is being selected as the vendor to replace this failed equipment. This will be to setup a value blanket to purchase the equipment. A separate contract will be setup for the installation portion.

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

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000
Current Year Cost	$ 100,000
Subsequent Year(s) Cost	$

Narrative

Approve Value Blanket up to $100,000 with Avidex for the replacement of failed audio equipment at the Fire Training Center.

Amount		Budget Account
Expense	$ 100,000	# 1940-37320-94220-56406-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director	DAHL, LANCE	PURCHASING	PRINCE, THEA
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List

Derrick Green derrick.green@avidex.com	Dean Pearcy dpearcy@spokanecity.org
Tom Williams tmwilliams@spokanecity.org	Scott Campbell scampbell@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Thea Prince tprince@spokanecity.org
Lance Dahl idahl@spokanecity.org	

License Information:

New search Back to results

Entity name: AVIDEX INDUSTRIES, L.L.C.

Business name: AVIDEX

Entity type: Limited Liability Company

UBI #: 602-347-574

Business ID: 001

Location ID: 0003

Location: Active

Location address:
2018 E RIVERSIDE AVE
STE 1
SPOKANE WA 99202-5068

Mailing address:
8509 154TH AVE NE
STE 100
REDMOND WA 98052-353

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	T11047195BL			Active	Dec-31-2026	Oct-15-2012

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Owners and officers	Title
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Registered trade names	Status	First issued
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Registered trade names	Status	First issued
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City of Spokane

Fire Training Center A/V upgrades – Technical Services

AUDIOVISUAL SOLUTION PROPOSAL

Washington State DES Contract #00224

100250224

Version 4.2

Submitted by
Derrick Green

Audio Video Integration & Design Excellence

2018 East Riverside Ave, Ste 1, Spokane, WA 99202 | 509.455.6873

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and City of Spokane shall be referred to as “Client.”

INTRODUCTION

Avidex is passionate about delivering collaborative audiovisual solutions that improve the way we work, learn, and live. Avidex delivers innovative audiovisual and unified communication solutions that enable organizations to collaborate, create, and share ideas with technology solutions that are user-friendly, scalable, and serviceable. As a global AV integrator, Avidex creates unparalleled client experiences from strategic planning and system design through deployment, training, and managed services/support. Avidex is a PSNI Global Alliance affiliate, one of the top 10 largest AV integrators in the U.S., and is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

JOBSITE ADDRESS

Services will be delivered at 1618 N Rebecca Street, Spokane, WA 99217 in following locations:

Classrooms A, B, C, D & Auditorium,

SCOPE

Overview

Spokane Facilities District has a non-functional Crestron control system and aging Audia-Flex audio system. This project will be Phase One to a full refresh within the years to come. Phase One consists of modernizing control and upgrading the core DSP functions across the four-way divisible Classroom space as well as the Auditorium.

Classrooms A-D

- Control
    - 10” QSC Touchscreen with the following functions:
        - Laptop/ In Room PC Source Selection
        - Room Volume Up/ Down/ Mute
        - Projector Screen and Projector Automation
    - Existing projectors of various models and existing projector screens to be controlled by QSYS.
    - Existing flat panel displays to be controlled via QSYS.
    - Existing Birddog NDI routing to be controlled via QSYS.
    - Rooms will be combined via IP UCI accessed by the Advanced IP UCI.

- Audio
    - New QSC amplifier will replace existing amplification.
    - Existing speakers to be reused.
    - Existing hanging microphones will be decommissioned with plans to replace with beamforming array microphones in a future phase.

Auditorium

- Control
    - 10” QSC Touchscreen with the following functions:
        - Laptop/ In Room PC Source Selection
        - Room Volume Up/ Down/ Mute
        - Projector Screen and Projector Automation
    - Existing projectors of various models and existing projector screens to be controlled by QSYS.
    - Existing flat panel displays to be controlled via QSYS.
    - Existing Birddog NDI routing to be controlled via QSYS.
    - Rooms will be combinable via IP UCI accessed by the Control Room PC or laptop.

- Audio
    - New QSC amplifier will replace existing amplification.
    - Existing speakers to be reused.
    - Qty. (3) Beamforming array microphones to be installed to replace existing ceiling microphones.
    - USB connectivity included for room audio devices to support far side meetings.
        - USB Switching between In-Room PC and BYOD Laptop.

Headend and Network

- DSP and Control
    - QSC Core will replace existing DSP and Crestron Control.
    - Core will be located within the Control Room rack.
    - Advanced IP GUI will be available to the Control Room operator and be available to the control room PC and Ethernet connection throughout the AV Network.
- Network
    - New SFP+ Switch to be located with control room and existing 10G fiber will connect to each room in a star network structure.
    - New 24-port SFP+ switches will be located in each classroom and the auditorium to provide for current control and provide as a basis for expansion during additional phases of the project.

SCHEDULE

Avidex will develop a work schedule with Client that meets the implementation requirements of the project based upon equipment, resource, and room availability.

Equipment delivery is subject to change by manufacturers' supply and freight carriers. Avidex will provide schedule updates to Client through completion.

Washington State DES Contract #00224

Simple, Compliant Procurement for Audio-Visual Technology

What is DES Contract #00224?

DES Contract #00224 is a Washington State Department of Enterprise Services statewide cooperative purchasing contract that allows public agencies to purchase audio-visual technology and services without running their own competitive bid. Avidex is an awarded integration partner providing complete AV system design, equipment, installation, programming, and lifecycle support.

Who Can Use This Contract

- State Agencies
- Cities and Counties
- School Districts and ESDs
- Colleges and Universities
- Public Utility Districts
- Tribal Governments
- Qualified Non-Profit Organizations

Benefits for Public Agencies

- No RFP required – DES already completed the competitive solicitation
- Compliant procurement for Washington public sector entities
- Pre-negotiated contract terms and pricing
- Faster project timelines
- Access to experienced AV design and integration specialists

Simple Procurement Process

1	2	3	4
Define Needs Consult with Avidex	Request Avidex Quote Under DES #00224	Issue Purchase Order to Avidex Referencing Contract	Design, Install & Support Delivered

PRICING

TECHNICAL SERVICES

TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. This proposal includes **non-union** labor for all activities. Prevailing wage for Spokane County has been calculated.	$57,818.63
GENERAL & ADMINISTRATIVE	$1,143.88
PROJECT SUBTOTAL	$58,962.51
SHIPPING ESTIMATE - DES contract includes standard ground shipping	$0.00
SALES TAX ESTIMATE - Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	$5,365.59
ESTIMATED PROJECT TOTAL	**$64,328.10**
PAYMENT & PERFORMANCE BOND - Not included in above totals	$0.00
EXTENDED PROJECT TOTAL WITH BOND	**$64,328.10**

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, turnkey audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as proposed within this document.

Avidex follows industry-certified and documented processes to ensure that each system is installed as intended.

The following describes the scope of work and project deliverables for Technical Services.

PROJECT MANAGEMENT

- Responsible for Client communication throughout the project duration
- Coordinate all activities with designated Client representative(s)
- Avidex will participate in meetings as required to complete the project and coordinate with other trades. Attendance at weekly coordination meetings are not included in this agreement
- Monitor project implementation through completion
- Provide scheduling for and oversight of Avidex personnel
- Coordinate equipment ordering, staging and pre-installation fabrication of equipment for the project
- Coordinate any site conditions that may necessitate audiovisual system changes
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration
- Coordinate audiovisual system connections and interfaces as they relate to any data network, lighting, electrical, or mechanical systems
- Verify project completion
    - Confirm completion of system testing
    - Ensure completion of any punch list items

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
    - System functional diagrams
    - Facilities drawings (equipment locations)
    - Control system program requirements
- Detail Client’s network requirements for system to operate as described and designed
- Test and debug system
- Oversee final systems testing and commissioning
- Adjust and balance system settings
- Mark and record final system settings
- Ensure the finished system meets the design criteria and functions per the developed content

CONTROL SYSTEM PROGRAMMING

- Create AV control system code
- Design and create user interface (UI)
- The user interface will be built upon a standard UI style and standard buttons with minor adjustments of wording, logos, and background color. Two planning meetings for UI review are included: one for preliminary layout selection, review of recommended UI language, logos, branding guidelines and the second for final text review and edit
- Test and debug control system

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables
- Install structural mounting systems for all audio-visual equipment
- Mount and terminate all AV connection plates
- Install all AV equipment
- Site clean-up and trash disposal
- Assure that all installed systems are operating as proposed
- Assist engineering with systems testing and debugging
- Provide or assist in providing end-user training

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide Client with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Documentation will include record drawings and manufacturer's equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. A laminated operation 'cheat sheet' that outlines common usage for end users will be provided.

Maintenance manuals for most electronic components are only available to manufacturer-certified and trained personnel. Maintenance manuals are not included in final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. “Normal Business Hours” are defined as Monday through Friday, 8:00am to 5:00pm local time.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as coordinated with Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to vehicle access for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. If Client cannot provide a secure storage space, Avidex will work with Client to identify and mutually agree upon a suitable solution. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by Client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, Avidex shall obtain, at Client’s expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, is not used as a result of any customer changes to the design, or is refused by Client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to 100% of the sales price restocking fee, plus any incurred freight.
- The agreed completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex’s control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour work weeks, Monday through Friday, in site work hours, typically between the hours of 8:00AM and 5:00PM local time. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the Client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a review of credit and contract terms, and approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall remain proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall-mounted equipment including displays, loudspeakers, cameras, etc.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos-treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of Client-furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use, whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will use cloud-based monitoring to assist with and facilitate incident resolution, where applicable.
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing.
- Avidex will reinstall the repaired or replaced equipment and test the system.
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty.

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage.
- Repair of Client Furnished Equipment.
- After hours 24x7 Helpdesk support.
- Guaranteed on-site response time.
- Remote system reporting, or the sharing of system performance data.
- Before- or after-hours on-site response.
- Proactive support or preventive maintenance.
- Training.
- Spare or loaner equipment during equipment repair period.
- Warranty coverage for client acts of negligence or misuse.

360° SERVICE™ MANAGED SERVICES & SUPPORT

Avidex recommends the Advanced 360° Service for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.

360° Coverage	Essential	Advanced	Elite
Call Center Availability	8x5*	24x7	24x7
Technical Support Availability	8x5*	8x5*	24x7
Call Response Time SLA	4 hours*	2 hours*	1 hour*
On-Site Response Time SLA	2 business days	1 business day	4 business hours*
Repair or Replacement of Defective Hardware within Manufacturer Warranty	•	•	•
Repair or Replacement of Defective Hardware out of Manufacturer Warranty**		•	•
Annual Preventative Maintenance & Report (to be scheduled by Client)		One	One
On-Site Service Assurance Technician	Optional	Optional	Optional
Expedited advance replacement of critical devices (subject to product availability and additional fees).			•
The below items require internet access for the AV system reporting agent software. This requires the implementation of hardware and software applications. ***The proposed scope of work should confirm if these features have been included and are therefore supported.***			
Remote Monitoring with Fault Detection	•	•	•
Remote Monitoring with Fault Detection, Reporting, & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Configurations & Changes			•

** Standard Business Hours in Local Time*
*** Excluding end of life (EOL) products as determined by the manufacturer. Other product exclusions may apply as determined by Avidex and specified in writing as Appendix B to the 360° Service Plan agreement.*

Initial Term, Multiyear Pricing, and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. For multiyear service agreements, Avidex reserves the right to increase the service price annually, not to exceed 4%.

Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 8509 154th Ave NE, Ste 100 Redmond, WA 98052

At any time within the current term or renewal period, should adjustments in service level responsibilities and price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing, and once executed, become part of the current Agreement or understanding between the parties.

PAYMENT TERMS

This proposal is valid for 20 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

Avidex will proceed with the proposed work following receipt of Client's purchase order referring to this proposal, a co-signed contract referring to this proposal, or the signed proposal.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

Derrick Green		03/23/2026
Name	Signature	Date

Client Approval:

Client Name/Title	Signature	Date

Internal Avidex Approval:

Name	Signature	Date

Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

Attachments:

Integrated Systems Terms & Conditions

INTEGRATED SYSTEMS TERMS & CONDITIONS

1. AGREEMENT SUM AND TAXES AND CREDIT APPROVAL

The client shall pay Avidex in current US dollars for performance of the work within this agreement, and for any additions or deductions that are mutually agreed upon by written change of order. Avidex will invoice the Client for all imposed and applicable sales, excise and/or use taxes associated with the sale of goods and/or services. All proposals and quotations are subject to final credit approval and documentation acceptable to Avidex.

2. MATERIAL PRICE ESCALATION

Prices for Equipment covered by this Agreement may be adjusted by Avidex, upon notice to Client at any time prior to shipment regardless of Client's acceptance of the Avidex quotation, to reflect any increase in Avidex's cost of equipment or materials due to changes or increases in law or taxes; Trade Restrictions (as defined below); or other government actions. The term "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

3. PAYMENT TERMS

Avidex will submit invoices for work performed based upon the payment terms mutually agree upon presented on the signature page. Unless otherwise provided, Avidex will invoice for materials and equipment not yet incorporated into the project work but delivered and suitably stored on or off the project worksite, upon which Avidex assigns, transfers title to, and conveys said materials and equipment to the Client. Stored material invoices shall include applicable insurance fees, storage fees, and costs incurred transporting the materials to an off-site storage facility.

4. TITLE AND RISK OF LOSS

Title and risk of loss or damage to any products will pass to the client upon Avidex's delivery of the products to the client. Client must make all claims for damage to or loss of products directly with their insurer or with the equipment carrier, if applicable. Client should be aware of carrier policies and file all claims in a timely manner.

5. CLIENT

Except for permits and fees that are the responsibility of Avidex, under the Request for Proposal, the client shall secure and pay for necessary approvals, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

6. RESPONSIBILITY AND INDEMNIFICATION

Avidex shall be responsible to the client for the acts and omissions of Avidex's employees and subcontractors, if any, performing portions of the work under this agreement. Avidex employees understand that they have no right to enter into agreements with or make representation on behalf of the client. Avidex shall review, approve, and submit to the project manager shop drawings, product data, samples, and similar submittals as required, for written approval prior to the commencement of the work. The work shall be in accordance with approved submittals. To the fullest extent permitted by law, Avidex shall indemnify and hold harmless the client, its project manager, its employees, officers, agents and directors from and against claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to failure to deliver clear title to the client, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Avidex or anyone directly or indirectly employed by Avidex or anyone for whose acts Avidex may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person. In claims against any person or entity indemnified under this paragraph by an employee of Avidex, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Avidex or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. INSURANCE

Avidex shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Avidex operations under the agreement. Certificates of such insurance shall be filed with the client prior to the commencement of the work. Client shall be responsible for purchasing and maintaining its usual property and liability insurance.

8. TIME
Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Client's project manager may determine. Such Changes Orders may include charges to cover additional costs incurred by Avidex due to the delay. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing. Project timeline and completion schedules will not begin until deposit or initial payment is received by Avidex.

9. AFTER HOURS INSTALLATION / EARLY USE
With prior Client approval and security clearance, installation activity and access to the project site may take place outside of normal business hours and days. There should be no use of the system by the client for its intended purpose until such time as formal approval and acceptance has taken place. Avidex may waive this requirement only with a written authorization. Any operations or changes by the client or contractors other than Avidex, which result in damage or impairment of the system and may require a change order and additional charges to the client. The attached proposal and/or quote was based upon site surveys and verbal information from the client. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by Avidex.

10. INTERNET ACCESS
Avidex requires secure internet access to installed AV systems for the express purpose of remote monitoring and management of the AV hardware. This enables sending of system health alerts in support of keeping systems in an operational state. Further, access will provide the capability of restorative actions to remedy disruptive incidents.

11. DISTANCE:
Avidex agreements are contingent upon client site being within 50 miles from an Avidex service location in order to meet on-site time frames listed in the agreement. In the event that the distance to the client site exceeds 50 miles, Avidex reserves the right to modify the service agreement.

12. PRODUCT SUBSTITUTION
Avidex may, at its sole discretion, substitute products included in the system design with those providing similar product form, fit and function as the original products. Product substitutions may occur due to changes to product availability, extensions or delays to estimated or committed delivery, product price increases, regulatory restrictions, or any other factors as determined by Avidex. Any substituted product designs will achieve the functional and end user experience requirements of the system design.

13. CHANGES/CANCELLATION
Any changes or modifications to the agreed upon scope of work defined in this proposal must be mutually agreed upon in writing. All changes shall be submitted and approved in writing and documented in a change order. Should the Client in whole cancel a project or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close. These costs include but are not limited to: the design and engineering services; project management; the installation and programming technical labor; the subcontracting costs; the materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to restocking charge policy.

14. WAIVER
Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

15. ENTIRE AGREEMENT
This agreement and appendices to this agreement, including the RFP as reference herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

16. APPROVAL OF ORDERS
This agreement and all client purchase orders for products under this agreement are subject to acceptance by Avidex including, if appropriate, approval by Avidex Credit Department. Upon notice by Avidex, the client will furnish Avidex such financial information as Avidex may reasonably request for this approval. Such financial information shall be proprietary and confidential to the client and Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the client fails to meet credit requirements established by Avidex.

17. FINANCE CHARGE/ COSTS OF COLLECTION
If the client fails to pay Avidex for equipment and/or services when due, then in addition to any other remedies available to Avidex under this agreement or allowed by law for that default, the client shall pay Avidex an additional monthly finance charge equal to the lesser of: a) one and one-half percent (1.5%); or b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that the payment remains outstanding and Avidex's reasonable and actual expenses for collection, including, but not limited to attorneys' and experts' fees and court costs.

18. ARBITRATION
All claims or disputes between Avidex and the client arising out of relation to the agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute on the project. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and a judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

19. LIMITATION OF LIABILITY
Without limitation of any other provision in this agreement limiting or excluding liability of Avidex the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this agreement, or the purchaser's purchase shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall Avidex be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or goodwill, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.

20. GENERAL
During the performance of this Agreement, the contractor/vendor shall comply with all applicable federal, state and local laws of any nature whatsoever in connection with the goods and services provided including, but not limited, to, applicable provisions of E.O. 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 29 C.F.R. 471 Appendix A to Subpart A, and the EEO Clauses set forth in 41 C.F.R. 60-1.4, 41 C.F.R. 60-300.5 and 41 n. cont. C.F.R. 60-741.5 **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Client#: 2074121 AVIDEIND5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2026

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

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

PRODUCER	CONTACT NAME: Rhonda Jones	
USI Insurance Services, LLC 8540 Colonnade Center Dr. Suite 111 Raleigh, NC 27615	PHONE (A/C, No, Ext): 919 676-8834	FAX (A/C, No):
	E-MAIL ADDRESS: rhonda.jones@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Co. of Hartford	20478
INSURED Avidex Industries, LLC 2018 E. Riverside Ave., Ste 1 Spokane, WA 99202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		8018643046 8018643063 (CA)	06/30/2025	06/30/2026	X PER STATUTE ☐ 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

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

Paula B Bulman

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City Clerk's No. _____

CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: FIRE TRAINING CENTER A/V UPGRADES AND TECHNICAL SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **AVIDEX INDUSTRIES, LLC**, whose address is 2018 East Riverside Avenue, Suite 1, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to perform Audio/Visual System Upgrades and Provide Technical Services at the Fire Training Center; and

WHEREAS, the Contractor was selected from Washington State DES Contract #00224.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on April 1, 2026, and ends on August 31, 2026, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Contractor's Proposal dated March 23, 2006, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY-EIGHT THOUSAND NINE HUNDRED SIXTY-TWO AND 51/100 DOLLARS ($58,962.51)**, not including sales tax if applicable, 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.

The Company shall submit its applications for payment to the Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. **STATE PREVAILING WAGES**.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. **RETAINAGE IN LIEU OF BOND.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. **PUBLIC WORKS REQUIREMENTS.**

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

11. 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 Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. INDEMNIFICATION.
The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.
During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 Contractor's services to be provided under this Agreement;

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

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

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

15. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave,

vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

18. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

19. 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.

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

21. 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.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.
In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.

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

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

GREYSTONE CONSTRUCTION COMPANY	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Contractor's Proposal dated March 23, 2026
26-072

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.

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

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2026

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN102238245-Polic-GAUP-25-26	**CONTACT NAME:** Chrismichael Pertab **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** chrismichael.pertab@marsh.com
INSURED Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Tokio Marine America Insurance Company — 10945 **INSURER B :** Travelers Property Casualty Company Of America — 25674 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012570856-04 **REVISION NUMBER:** 19

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLL6403455-15	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		810-B3572059	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			CU6406757-12	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER 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 officers and employees are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

See acord 101...

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 of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102238245

LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

If the carrier cancels or nonrenews this policy, whether at the certificate holder's request or the carrier's, by written notice to the first Named Insured shown in the Declarations, the carrier will mail or deliver a copy of such written notice of cancellation or nonrenewal to the certificate holder at their address at least 30 days before the effective date of the cancelation or nonrenewal, as indicated in our notice to the first Named Insured, if the carrier cancels or nonrenews for any statutorily permitted reason other than nonpayment of premium; or 10 days before the effective date of cancelation, as indicated in our notice to the first Named Insured, if we cancel for nonpayment of premium

Professional Liability/Cyber
Carrier: Sompo International
Policy#: CNV30103571600
Effective Dates: 12/01/2025 - 12/01/2026
SIR: $250,000
Limits: $1,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be named as an additional insured on this policy provided the contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury".	Any location in connection with a written contract or agreement executed with the additional insured shown in the 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.

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Insured Copy

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be named as an additional insured on this policy provided the contract or agreement was executed prior to the "bodily injury" or "property damage".	Any location in connection with a written contract or agreement executed with the additional insured shown in the 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Consent

Council Meeting Date: 04/27/2026

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
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)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BALLISTIC BODY ARMOR VALUE BLANKET		

Agenda Wording

Request approval of new value blanket with Galls for purchase of body armor and external carriers.

Summary (Background)

Ballistic Body Armor and external carriers are essential gear for police officers. As per SPD Policy 1024.2, it is the policy of the SPD to maximize officer safety using body armor in combination with prescribed safety procedures. A new value blanket with Galls, utilizing NASPO Master Agreement #198468 and WA State Contract #01224, will be able to supply the department with ballistic body armor and external carriers for the next 4 years and 4 months, the life of the NASPO contract. Estimated total cost for term is $800,000. Term 01/02/2026 -04/30/2030.

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

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 800,000.00
Current Year Cost	$ 200,000.00
Subsequent Year(s) Cost	$ 200,000.00

Narrative

Estimated cost of approximately $200,000 per year for four years

Amount		**Budget Account**
Expense	$ 800,000.00	# 0680-11410-21250-53528-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	HALL, KEVIN	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	HALL, KEVIN		
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
Lyons-Kiley@galls.com	spdfinance@spokanepolice.org

Quote

Customer: (1001093869) SPOKANE POLICE DEPT.-CITY O
Date: 03/06/2026
Sales Rep: MICHELLE TAYLOR

Quote Number: 31791960
Quote Expiration: 04/05/2026

Sold To:
SPOKANE POLICE DEPARTMENT
ACCOUNTS PAYABLE
1100 W MALLON AVE
SPOKANE, WA 99260-2043
KILEY LYONS

Ship To:
SPOKANE POLICE DEPT
1100 W MALLON AVE
SPOKANE, WA 99260
KILEY LYONS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BL635 BLK CTM 00	POINT BLANK AXBIIIA HILITE 1 CARRIER CONTRACT DESC:NASPO	1		1,277.64	1,277.64
1.1	BP0002	MALE CUSTOM VEST	1			
2	BL809 BLK CTM 00	AXII W/ 1 HI LITE CARRIER	1		1,049.76	1,049.76
3	BP2325 BLK CSTM 00	TACOMA CARRIER PBE CROSSOVER VEST CONTRACT DESC:NASPO	1		387.72	387.72
3.1	BP0001	BODY ARMOR CARRIERS	1			
4	BP3569 3X11	PBE ID PANEL - SINGLE	1		21.06	21.06
4.1	TXT01	PRESPACED LETTERS AND NUMBERS	1			
5	BP3569 1X5	PBE ID PANEL - SINGLE	1		13.50	13.50
5.1	TXT01	PRESPACED LETTERS AND NUMBERS	1			
6	TE1842 BLK MD	OPERATOR ELITE HELMET	1		960.96	960.96
7	BP2333 BLK MD	PARACLETE MICH MID CUT W/PADS, BOA HARNESS	1		493.92	493.92
8	TE2486 BLK	PBE HELMET CHIN EXTENDER STRAP	1		22.40	22.40
9	BF144 BLK CTM 00	EXECUTIVE BODY ARMOR AND CARIER LEVEL AXBIIIA	1		1,267.92	1,267.92
9.1	BP0002	MALE CUSTOM VEST Pricing Per NASPO Master Agreement No.19 8468 (Point Blank Ent.) and WA State Con tract No. 01224	1			

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL:	5,494.88
SHIPPING:	
TAX.....:	500.05
TOTAL...:	5,994.93

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

Body Armor and Ballistic Resistant Products (2025-2030)

Point Blank Enterprises, Inc.

Scope | Pricing | Download Model PA

Master Agreement Number: 198468

Awarded Category Groups:

- Category Group 1
  - Market Basket 0101.07 (Body Armor)
  - Market Basket 0101.06 (Body Armor)
- Category Group 2
  - ASTM Helmets & Shields
  - Non-Market Basket Helmets & Shields
- Category Group 3
  - Non-Market Basket (not including Helmets & Shields)

Give Feedback

Participating Addenda

State Participating Addenda

Alabama
Alaska
Arizona
Arkansas
Colorado
Connecticut
Delaware

Florida
Hawaii
Iowa
Kansas
Louisiana
Minnesota
Missouri
Montana
Nebraska
Nevada
New Mexico
North Carolina
Oklahoma
Oregon
Rhode Island
South Carolina
South Dakota
Utah
Virginia
Washington
Wisconsin
Wyoming

How Local Public Entities and Other Eligible Entities Participate

Contractor Contact

Elizabeth Novoa
Contractsmanagement@pbearmor.com
(954) 630-0900
www.pointblankenterprises.com

Awarded	Expiration	Renewal Limit
05/01/2025	04/30/2027	04/30/2030

Documents/Details

- Master Agreement Documents +
- Pricing Documents +
- Product Documents +

Didn’t find what you need click here

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Anacortes General Business - Non-Resident				Active	Dec-31-2026	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2026	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2026	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2026	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Lacey General Business - Non-Resident	24514			Active	Dec-31-2026	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2026	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2026	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2026	Jan-28-2015
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2026	Feb-02-2015
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Spokane General Business				Active	Dec-31-2026	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2026	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/24/2026 7:29:23 AM

Contact us

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/30/2026

Committee Agenda type: Consent

Council Meeting Date: 04/27/2026

Date Rec'd	3/25/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	IPWQ 6526-26
Contact Name/Phone	MATT COWLES 4115	**Requisition #**	
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	PURCHASE AND INSTALLATION OF REPLACEMENT FREEZER COMPONENTS		

Agenda Wording

Contract with TRM Services Inc., located at 4108 N. Industrial Park 4th St, Spokane Valley, WA 99216 for the purchase and installation of replacement freezer components for the Police evidence freezer located in the Police Property and Evidence facility located at 4010 E Alki Ave.

Summary (Background)

The Police Department's evidence freezer stores critical evidence materials necessary for ongoing investigations and legal proceedings. Key components in both freezer mechanical units have reached the end of their useful life and are failing, creating a risk of evidence degradation or loss. Replacement of these components is essential to maintain proper conditions and support the Department's continued operations.

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

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 54,500.00
Current Year Cost	**$** 54,500.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 54,500.00	**#** 1560-11440-94210-56401-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Reallocation

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	HALL, KEVIN	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	HALL, KEVIN	**PURCHASING**	WAHL, CONNIE
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
craig@trmservs.com	spdfinance@spokanepolice.org
wkelly@trmservs.com	dsteele@spokanecity.org
klong@spokanecity.org	jteal@spokanecity.org
kberry@spokanepolice.org	

City Clerk's No. _____

CITY OF SPOKANE
POLICE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: PURCHASE AND INSTALLATION OF REPLACEMENT FREEZER COMPONENTS

This Agreement is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **TRM SERVICES, INC.,** whose address is 4108 North Industrial Park 4th Street, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units; and

WHEREAS, the Contractor was selected from IPWQ 6526-26.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on May 1, 2026, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Contractor's Response to IPWQ which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY-FOUR THOUSAND FIVE HUNDRED AND 10/100 DOLLARS** (**$54,500.00**), not including sales tax if applicable, 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.

The Company shall submit its applications for payment to the City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.
The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.
The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the

contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.
The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

11. 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 Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. INDEMNIFICATION.
The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and

agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 Contractor's services to be provided under this Agreement;

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

15. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the

Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

18. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

19. 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.

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

21. 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.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) years following final acceptance. If any unsatisfactory condition or defect develops within

that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.

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

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

TRM SERVICES, INC.	**CITY OF SPOKANE** **POLICE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Payment / Performance Bond
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to IPWQ
26-068

PAYMENT / PERFORMANCE BOND

We, TRM SERVICES, INC., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIFTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($54,500.00)**, not including sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

TRM SERVICES, INC.,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

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.

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

EXHIBIT B

Bid Response Summary

Bid Number	IPWQ 6526-26
Bid Title	Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units
Due Date	Tuesday, March 17, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	TRM Services Inc
Submitted By	craig@trmservs.com craig@trmservs.com - Tuesday, March 17, 2026 12:44:14 PM [(UTC-08:00) Pacific Time (US & Canada)] craig@trmservs.com
Comments	

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree

	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and work shall be substantially completed by 05/31/2026.	I acknowledge and I agree
	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.	I acknowledge and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS			
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
	2.	Payment/performance bonds will be required.	I acknowledge and agree
	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	3.	Statutory retainage will be required	I acknowledge and I understand

	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 14, 2025.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand

	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			
	SCOPE OF WORK	This project will address the replacement of the compressors, fan coil units, and communication nodes for both of the stand-alone freezer units housed within the Police Evidence Facility. Contractor shall be responsible for decommissioning, demolition, and proper disposal of all existing freezer components identified for replacement. Contractor shall be responsible for securing all permits, permit drawings, etc necessary for the completion of this work. Contractor shall provide all labor, materials, equipment, testing, necessary additional piping, fittings, etc, and recommended commissioning necessary for installation of the specified equipment. Contractor will have all appropriate licenses and training to complete this work. Contractor shall provide the following equipment (or approved equals) for installation: Manufacturer: HEATCRAFT (2 QTY) CCH0060LCACZA1000 (MECHANICAL), (2 QTY) CEL0170BS6EMAB000 (MECHANICAL), (2 QTY) CEL0170BS6EMAB0200 (INTELLIGEN)	I acknowledge and I agree
	SCOPE OF WORK	If the Contractor intends to bid equipment other than the specified part numbers, approval must be requested through the Clarifications section in ProcureWare during the designated clarification period. The request shall include detailed information on the proposed equipment, including specifications and model numbers.	I acknowledge and I agree
	SCOPE OF WORK	Work must be completed on only one freezer unit at a time, as one unit must remain continuously operational at or below 14 degrees Fahrenheit to ensure proper storage of evidence at all times.	I acknowledge and agree
	EQUIPMENT DELIVERY TIMELINE	What is the estimated delivery timeline for the materials/equipment needed for this project?	Factory order evaporators ship within 3 weeks from order. Condensers are in stock locally.

	CJIS REQUIREMENTS	Due to the nature of our offices, we are considered secure locations according to the Washington State Patrol ACCESS division which manages the security of Criminal Justice Information. Any unescorted vendor must be fingerprinted and his or her background check completed prior to working in our building. In addition to this, individuals must also complete Criminal Justice Security Awareness Training and be certified in Security and Privacy: Basic Role. This certification allows for "unescorted access to physically secured location". This training is coordinated by our office. If awarded the bid, we will work with your employees for fingerprinting and background checks. The security training will include an online presentation and short quiz taking about 30-40 minutes total.	I acknowledge and I agree
GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree

	INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree
	INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of $2,000,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
	INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
	INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree

	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the pricing response tab includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	TRMSESI838MR
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	602995393
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	191,319-00
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602-995-393
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T13085615BUS
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	ADDENDA	Upload the signed addendum here.	IPWQ 6526-26 - Addendum 1.pdf
	ADDENDA	Please upload additional signed addendum if needed.	
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Wyatt Kelly, TRM Services - 4108 N. Industrial Park 4th St. Spokane Valley, WA - 509-340-2448
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Craig Kelly

2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Bid Bond.pdf
3	Please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. Complete this form even if you will not be using any subcontractors. There is a checkbox stating, "No subcontractors will be used on this project." If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	IPWQ 6526-26 Subcontractor List under $1M (1).pdf
4	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" Upload Here. If not uploaded here, after bid opening and prior to award, the apparent low bidder will be contacted and shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	IPWQ 6526-26 Supplemental Bidder Responsibility Criteria and Work Experience Form.pdf
5	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree

	Bidder Responsibility Criteria (Supplemental)	A bidder will be deemed not responsible if: A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision. As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility. The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative. If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.	I acknowledge and agree

TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units	Base	Lump Sum	1.00	$54,500.00	$54,500.00	Fifty Four Thousand Five Hundred
	#2	9.1% Sales Tax	Base	ea	1.00	$4,959.50	$4,959.50	Four Thousand Nine Hundred Fifty Nine and Fifty Cents
Total Base Bid	$59,459.50							

CITY OF SPOKANE - PURCHASING & CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

March 11, 2026:

ADDENDUM NO. 1

IPWQ 6526-26– Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units

This Addendum 1 to the above identified public works quote is being issued to clarify information discussed at the pre-bid conference and share the sign in sheet.

1. The Pre-Bid Conference attendance list is attached and included in this Addendum by reference as Attachment 1.

2. The two systems are designed to operate independently from each other and one system should be able to maintain the required temperature of 14 degrees Fahrenheit while the other is being worked on.

3. The design of the systems will not be changing. Equipment to match what is stated in the bid.

4. The line sets from the existing systems can be reused IF they are in good condition, are thoroughly flushed and contain no contaminants.

Katie Archer

Katie Archer
Procurement Specialist
Purchasing & Contracts

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

TRM Services

Company

Wyatt Kelly

Authorized Signature

Attachment 1 – Pre-Bid Conference Sign in Sheet

IPWQ #6526-26 Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units

Pre-Bid Meeting Sign In Sheet

03/05/2026 9:00AM

Clarification questions due Tues 3/10 @ 1PM

Bids due Tuesday 3/17 @ 1 PM

#	Name	Company Name	Phone #	E-mail	Signature
1	Mike Jones	ACI Northwest	208-772-9571	MJones@ACINW.com	
2	Marco Cruzer	MacMiller	206-512-7155	Marco.Cruzer@Macmillercon	
3	Kurt Gunnerman	MacMiller	509-319-5736	KurT.gunnerman@macmillercon	
4	Wyatt Kelly	TRM Services	509-944-0830	Wkelly@trmservs.com	
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17					

IPWQ #6526-26 PRE-BID SIGN IN SHEET

CITY OF SPOKANE - PURCHASING & CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

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3	Kurt Gunnerman	MacMiller	509-319-5736	KurT.gunnerman@macmillercon	
4	Wyatt Kelly	TRM Services	509-944-0830	Wkelly@trmservs.com	
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IPWQ #6526-26 PRE-BID SIGN IN SHEET

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: TRM SERVICES, INC.

Business name: TRM SERVICES, INC

Entity type: Profit Corporation

UBI #: 602-995-393

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY WA 99216-6005

Mailing address: 4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY WA 99216-6005

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration d	First issuanc
Auburn General Business - Non-Resident	BUS-29572			Active	Jun-30-202	Jun-20-2025
Kirkland General Business - Non-Resident				Active	Feb-28-202	Feb-04-2026
Port Orchard General Business - Non-Resident				Active	Jan-31-202	Jan-30-2026
Puyallup General Business - Non-Resident				Active	Feb-28-202	Oct-03-2024
Quincy General Business - Non-Resident				Active	Jul-31-2026	Jul-15-2025
Sequim General Business - Non-Resident				Active	Sep-30-202	Sep-10-2025
Spokane General Business - Non-Resident	T13085615BUS			Active	Feb-28-202	Oct-15-2012

Endorsements held at this locati	License #	Count	Details	Status	Expiration d	First issuanc
Spokane Valley General Business				Active	Feb-28-202	Mar-12-201
Yakima General Business - Non-Resident				Active	Feb-28-202	Feb-03-202

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KELLY, CRAIG	
KELLY, NICOLE	

Registered Trade Names

Registered trade names	Status	First issued
TEMP-RITE ELECTRICAL	Active	Jan-09-2017
TEMP-RITE MECHANICAL	Active	Oct-06-2014
TEMP-RITE MECHANICAL & ELECTRICAL	Active	Jan-10-2017
TRM CONSTRUCTION	Active	Jan-10-2017

Registered trade names	Status	First issued
TRM FABRICATION	Active	Aug-07-2020
TRM HEATING & COOLING	Active	Jul-30-2020

The Business Lookup information is updated nightly. Search date and time: 3/18/2026 9:20:36 AM

Contact us

How are we doing?
Take our survey!

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

TRMSERV-01 MNEIGHBORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2026

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

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

PRODUCER
Spokane Office
Marsh McLennan Agency LLC
501 N. Riverpoint Blvd., Ste 403
Spokane, WA 99202

CONTACT NAME: Dylan Arre
PHONE (A/C, No, Ext): (509) 789-7442 FAX (A/C, No):
E-MAIL ADDRESS: Dylan.Arre@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Assurance Company	24465
INSURER B : Western National Mutual Insurance Company	15377
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TRM Services Inc
4108 N. Industrial Park 4th St
Spokane Valley, WA 99216

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	CPP 1280489 04	2/1/2026	2/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						**WA STOP GAP**	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	CPP 1279588 04	2/1/2026	2/1/2027	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X	UMB 1047382 04	2/1/2026	2/1/2027	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Spokane is additional insured

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.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

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

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured**.**

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

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.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

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

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

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

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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.

D. 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:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the 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" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES PAGE

Bodily Injury And Property Damage Liability
- Non Owned Watercraft Up To 50 Feet 2

Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception....3
- Borrowed Equipment ($25,000 Per Occurrence, $50,000 Aggregate, $2,500 Deductible Per Occurrence....3

Supplementary Payments – Amended
- Bail Bonds Up To $5,000 3
- Loss of Earnings Up To $500/Day 3

Who Is An Insured Amendments
- Employee Bodily Injury To A Co-Employee 4
- Newly Formed Or Acquired Organizations For Up To 180 Days....4
- Blanket Additional Insured – Vendors – As Required By Contract....4
- Blanket Additional Insured – Lessor Of Leased Equipment 6
- Blanket Additional Insured – Managers Or Lessors Of Premises....6
- Blanket Additional Insured – State Or Governmental Agency Or Subdivisions Or Political Subdivision – Permits Or Authorizations 7
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions,** Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

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

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

(3) We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph **3. a**. is replaced by the following:

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

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

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:

(i) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This Provision **C.** does not apply:

a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:

(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional 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 services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

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

   b. 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.

2. 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:

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional 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 services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

b. 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.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. 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:

a. 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

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

b. 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.

2. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

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

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

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

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPERATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. 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 Declarations.

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".

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 Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any 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 Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	$	1,000,000	Each Accident
Bodily Injury By Disease	$	1,000,000	Aggregate Limit
Bodily Injury By Disease	$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to **Section I - 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 III - 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 worker's 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.

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c. The damages we will pay, where recov ery 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

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 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 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 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

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(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 **Supplementary Payments** provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages **A** and **B.**

C. For the purposes of this endorsement, **Section II - 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 III - Limits Of Insurance,** is replaced by the following:

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, Claim Or Suit** of the Conditions Section **IV** 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

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(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 **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 **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 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" does not apply.

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

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Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to $5,000	3
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Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

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B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs **(2)** and **(4)** with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to $250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This $250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is $2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing $20 per day/$600 maximum limit with $50 per day/$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the $20 per day/$600 maximum limit with $50 per day/$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, **4. Coverage Extensions** is amended by adding the following:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the $50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the $1,000 limit with a $2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "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 such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph **3.** is replaced by the following:

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
AS REQUIRED BY WRITTEN OR WRITTEN AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 above.

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PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II – LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the "underlying insurance," or

2. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the "Schedule of Underlying Coverages."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) – AGGREGATE LIMIT

This endorsement modified insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

DESIGNATED PROJECT(S)
AS REQUIRED BY WRITTEN CONTRACT

A. The Designated Project Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" in excess of the "retained limit" under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** which can be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above, regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits".

B. A separate Designated Project Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.

C. The Designated Project Aggregate Limit does not apply to "ultimate net loss" arising out of "bodily injury" or "property damage" included in the "products-completed operations hazard" or arising out of the ownership, maintenance or use of a "covered auto."

D. Any payments made under **Paragraph A.** of this endorsement shall reduce the Designated Project Aggregate Limit for that designated "project". Such payments shall not reduce the Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project Aggregate Limit for any other designated "project" shown in the Schedule above.

E. The Each Occurrence limit shown in the Declarations is the most we will pay for "ultimate net loss" in excess of the "retained limit" under **Coverage A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

F. For all "ultimate net loss" under **COVERAGE A.,** which cannot be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above:

1. Any payments made for "ultimate net loss" under **COVERAGE A.** shall reduce the amount available under the Aggregate Limit; and

2. Such payments shall not reduce any Designated Project Aggregate Limit.

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G. The “Maximum Annual Aggregate Limit” is the most we will pay for the sum of all “ultimate net loss” under one or more Designated Project Aggregate Limits and Aggregate Limit.

H. For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

1. “Maximum Annual Aggregate Limit” means an amount equal to two times the Aggregate Limit shown in the policy declarations.

2. "Project” means an area at which you are performing operations pursuant to a contract or agreement, other than any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to you.

I. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply.

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EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

SECTION I - COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

(1) Such “pollution condition” originates at a "non-owned disposal site";

(2) The "pollution condition" arises from waste or material generated by "your work"; and

(3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

(1) At, on, or under a Designated Location shown in the Declarations; or

(2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

(a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(b) The "pollution condition" commences during the policy period;

(c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

(d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

(e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

(1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(b) Commences during the policy period; and

(c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

(2) This insurance applies to "professional loss" only if:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

(2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;

b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

a. Have the right to investigate any "claim"; and

b. Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

(1) The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

a. If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

(2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II - EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to:

(1) 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; or

(2) "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property; or

b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

(2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the 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 insurance;

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) 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; or

c. Resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or

(b) Has been discharged or dispersed therefrom;

(2) 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

(3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing, or packaging "waste";

c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

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 material" means "source material", "special nuclear material", or "by-product material".

"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.

"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".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of any location covered by this policy;

b. "Bodily injury" or "property damage" arising out of:

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Workers' Compensation And Similar Laws

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

19. Your Products

"Loss" arising out of "your product":

a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

B. With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

SECTION III - WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

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

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouse or "domestic partner" are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. A corporation or 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.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

a. You report all such entities to us within 180 days after you have acquired the organization; and

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

3. Your "employees", other than either your "executive officers" (if you are a corporation or an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

(1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such insured; and

(3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims-made coverage provided by this policy with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of insurance available under this policy for future payment of "professional loss"; and

4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. Any insured fails to repay any self-insured retention amount we have paid;
3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
   a. 10 days prior to cancellation if we cancel for non-payment of premium;
   b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
   c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
   a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
   b. You are required by written contract to provide the additional insured with such notice; and
   c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:

   a. How, when, and where the "pollution condition" or "wrongful act" took place;

   b. The names and addresses of any claimants, injured persons, and witnesses;

   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";

   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";

   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and

   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".

2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.

3. If a "claim" is made against any insured:

   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and

   b. You and any other involved insured must:

      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and

      (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 or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:

   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or

   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections And Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes, or standards.

3. Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

I. Legal Action Against Us

No person or organization has a right under this policy:

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

2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

(3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

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

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

(1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

3. Method Of Sharing

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

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

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

b. Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this policy in reliance upon your representations.

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom a "claim" is made.

P. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of $10,000, if:

1. A "claim" has not entered into litigation;

2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII - DEFINITIONS

A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means the insured's or our receipt of:

1. A written demand for "loss"; or

2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories or possessions; and

2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

K. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

(a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

(b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company’s public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

M. "Disciplinary proceeding" means the insured’s receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to environmental law are incurred.

P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

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

R. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

2. 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

T. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;

3. Piracy or unfair competition;

4. Oral or written publication, in any manner, of material that violates a person's right to privacy;

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

U. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

V. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto a vehicle;

b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

W. "Loss" means "pollution loss" or "professional loss".

X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

Z. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

2. "Cleanup costs".

EE. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

3. Taxes, fines, or penalties imposed by law;

4. Sanctions;

5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:

(a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(b) The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

1. Means:

(a) Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following condition is added:

If we cancel this policy, for any reason other than nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule in accordance with the Cancellation and Nonrenewal conditions of the policy and any applicable endorsements.

SCHEDULE

Person or Organization (Name and Address)
CITY OF SPOKANE 30 DAYS NOTICE 808 W SPOKANE FALLS BLVD SPOKANE WA 99201

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 18, 2026

WA UBI No.	602 995 393
L&I Account ID	191,319-00
Legal Business Name	TRM SERVICES INC
Doing Business As	TRM SERVICES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "7 to 10 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRMSESI838MR
License Expiration	07/19/2027

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).