

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the April 20, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of April 20, 2026:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 249 217 29618; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 699 17004; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, April 17, 2026, and ending at 6:00 p.m. on Monday, April 20, 2026, via the online testimony sign-up form link which can be accessed by clicking <https://my.spokanecity.org/citycouncil/meetings/signup/> or in person outside council chambers beginning at 8:00 a.m. on April 20, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE



DRAFT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 20, 2026

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER SARAH DIXIT

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER KATE TELIS

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the [council rules](https://my.spokanecity.org/citycouncil/documents/rules/) can be found on the Council's documents webpage. (<https://my.spokanecity.org/citycouncil/documents/rules/>)
- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council agendas may be obtained prior to Council Meetings by accessing the [City's website](https://my.spokanecity.org/citycouncil/documents/). (<https://my.spokanecity.org/citycouncil/documents/>)

AGENDA REVIEW SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: One Appointment – David Rasanen

Confirm

CPR 1981-0295

REPORTS, CONTRACTS, AND CLAIMS

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|---------------|
| 1. Value Blanket with Galls, LLC (Lexington, KY) for the purchase of soft body armor and external carriers for the Spokane Police Department from January 2, 2026, through April 30, 2030—estimated total \$800,000 (\$200,000 annually). (Council Sponsors: Council Members Telis and Cathcart)
Steve Wohl | Approve | OPR 2026-0325 |
| 2. Value Blanket with Avidex Industries, LLC (Spokane) for purchase of equipment to replace failed audio equipment at the Fire Training Center—\$100,000. (Relates to Reports, Contracts, and Claims Agenda Item No. 3) (Council Sponsors: Council President Wilkerson and Council Member Telis)
Tom Williams | Approve | OPR 2026-0318 |
| 3. Public Works Agreement with Avidex Industries, LLC (Spokane) for audio/visual system upgrades and technical services at the Fire Training Center from | Approve | OPR 2026-0323 |

April 1, 2026, through August 31, 2026—\$64,328.10 (incl. tax). (Relates to Reports, Contracts, and Claims Agenda Item No. 2) (Council Sponsors: Council President Wilkerson and Council Member Telis)

Tom Williams

- 4. Contract Amendment E with Consistent Care Support Services, LLC (Spokane) for Hot Spotters community care coordination relating to opioid use from January 1, 2026, through December 31, 2026—\$250,000. (Council Sponsor: Council Member Dixit) Approve OPR 2025-0008

Maggie Yates

- 5. Contract with TRM Services, Inc. (Spokane Valley, WA) for the purchase and installation of replacement freezer components for the Police evidence freezer at the Police Property and Evidence facility located at 4010 E. Alki Avenue from May 1, 2026, through December 31, 2026—\$54,500 (plus tax). (Council Sponsors: Council Members Telis and Cathcart) Approve OPR 2026-0324
IPWQ 6526-26

Matt Cowles

- 6. Low Bid of (to be determined at bid opening) (City, ST) for Spokane School Walk Routes project—\$(_____). An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke) Approve OPR 2026-0326
ENG 2024080

Dan Buller

- 7. Report of the Mayor of pending: Approve & Authorize Payments
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____ CPR 2026-0002
 - b. Payroll claims of previously approved obligations through _____, 2026: \$_____ CPR 2026-0003

- 8. Minutes: Approve All

- a. City Council Meeting Minutes: _____, 2026. CPR 2026-0013

- b. City Council Standing Committee Meeting
Minutes: _____, 2026.
-

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36864 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 the Spokane Police Department’s digital forensics tool software (Cellebrite), and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)
Dave Singley

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C36669 Amending Ordinance C34130 that vacated Syndicate Boulevard from Regal Street to Fiske Street. (First Reading held May 5, 2025) (Council Sponsors: Council Members Zappone and Dixit)
Eldon Brown
- ORD C36855 Revising the dollar thresholds for City imprest funds and amending Section 07.03.020 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Jessica Stratton
- ORD C36862 (To be considered under Hearings Item H1.)
- ORD C36863 Related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code. (Council Sponsors: Council Members Dixit and Dillon)
Council Member Dixit and Adam McDaniel

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

H1.	Hearing on Final Reading Ordinance C36862 to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets. (Pending possible amendment to be considered on April 13, 2026) (Council Sponsors: Council Members Klitzke and Telis) Spencer Gardner	Hold Hearing/ Close Hearing/ Adopt Findings of Fact	ORD C36862
-----	---	---	------------

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the [meeting packet](#) (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The [virtual sign-up form](#) can also be found here <https://my.spokanecity.org/citycouncil/meetings/signup/>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The April 20, 2026, Regular Legislative Session of the City Council is adjourned to April 27, 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.

NOTES

**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Council Meeting Date:** 04/20/2026

Date Rec'd	3/18/2026
Clerk's File #	CPR 1981-0295
Cross Ref #	
Project #	

Submitting Dept	MAYOR	Bid #	
Contact Name/Phone	ADAM 6779	Requisition #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		

Council Sponsor(s)**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** NO**Agenda Item Name** APPOINTMENT OF DAVID RASANEN TO THE PLAN COMMISSION**Agenda Wording**

Appointment of David Rasanen to the Plan Commission for a term of April 13, 2026, to April 12, 2030.

Summary (Background)

Appointment of David Rasanen to the Plan Commission for a term of April 13, 2026, to April 12, 2030.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/30/2026**Committee Agenda type:** Consent**Date Rec'd**

3/25/2026

Clerk's File #

OPR 2026-0325

Cross Ref #**Project #****Council Meeting Date:** 04/20/2026**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

STEVE WOHL 4056

Requisition #**Contact E-Mail**

SJWOHL@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

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 - GALLS

Agenda Wording

Request approval of new value blanket with Galls, LLC (Lexington, KY) 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		
<u>Narrative</u>			
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			
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN		
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
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

Page 1 of 1
 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 HARNES	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.

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](tel:(954)630-0900)
www.pointblankenterprises.com

Awarded	Expiration	Renewal Limit
05/01/2025	04/30/2027	04/30/2030

Documents/Details

<u>Master Agreement Documents</u>	+
<u>Pricing Documents</u>	+
<u>Product Documents</u>	+

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.



< Business Lookup

License Information:

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

Entity name:	GALLS, LLC
Business name:	GALLS, LLC
Entity type:	Limited Liability Company
UBI #:	602-598-924
Business ID:	001
Location ID:	0003
Location:	Active
Location address:	1306 N HOWARD ST SPOKANE WA 99201-2412
Mailing address:	140 GRAND ST STE 300 WHITE PLAINS NY 10601-4840



Excise tax and reseller permit status:

[Click here](#)

Secretary of State 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

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/30/2026**Committee Agenda type:** Consent**Date Rec'd**

3/25/2026

Clerk's File #

OPR 2026-0318

Cross Ref #

OPR 2026-0323

Project #**Council Meeting Date:** 04/20/2026**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	\$		
<u>Narrative</u>			
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			
<u>Dept Head</u>	DAHL, LANCE	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	DAHL, LANCE	<u>PURCHASING</u>	PRINCE, THEA
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Derrick Green derrick.green@avidex.com		Dean Percy dpercy@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			



< **Business Lookup**

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 98052-3534



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

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/30/2026**Committee Agenda type:** Consent**Date Rec'd**

3/25/2026

Clerk's File #

OPR 2026-0323

Cross Ref #

OPR 2026-0318

Project #**Council Meeting Date:** 04/20/2026**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 CONTRACT - AVIDEX

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	\$		
<u>Narrative</u>			
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	DAHL, LANCE	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
Division Director	WILLIAMS, TOM M.	<u>PURCHASING</u>	PRINCE, THEA
Accounting Manager	GBYRD		
Legal	HARRINGTON,		
For the Mayor	GBYRD		
Distribution List			
Derrick Green derrick.green@avidex.com		Dean Percy dpercy@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 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, indemnify, 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 _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – 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.

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

EXHIBIT B



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



2018 East Riverside Ave, Ste 1, Spokane, WA 99202 | 509.455.6873

Table of Contents

INTRODUCTION3

JOBSITE ADDRESS3

SCOPE3

SCHEDULE5

Washington State DES Contract #002246

PRICING7

TECHNICAL SERVICES8

 PROJECT MANAGEMENT 8

 ENGINEERING 8

 CONTROL SYSTEM PROGRAMMING 9

 INTEGRATION LABOR 9

 TRAINING & DOCUMENTATION 9

PROVISIONS10

 WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)12

NEW SYSTEM WARRANTY13

360° SERVICE™ MANAGED SERVICES & SUPPORT14

PAYMENT TERMS15

 AUTHORIZATION TO PROCEED – INTEGRATION SERVICES16

 INTEGRATED SYSTEMS TERMS & CONDITIONS17

© Avidex Industries, LLC. This proposal is the property of Avidex. Avidex and the Avidex logo are the property of Avidex Industries, LLC. This document contains proprietary data and concepts that are the property of Avidex Industries, LLC. Information, details, and/or specific data may not be reproduced or duplicated.

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 Birdog 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	<hr/> \$58,962.51 <hr/>
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	<hr/> \$64,328.10 <hr/>
PAYMENT & PERFORMANCE BOND - Not included in above totals	\$0.00
EXTENDED PROJECT TOTAL WITH BOND	<hr/> \$64,328.10 <hr/>

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).			•
<i>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.</i>			
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.**



< **Business Lookup**

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 98052-3534



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

Contact us

How are we doing?

Take our survey!

Don't see what you expected?



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Avidex Industries LLC 2018 E. Riverside Ave. Suite 1 Spokane, WA 99202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

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: Sampo International
 Policy#: CNV30103571600
 Effective Dates: 12/01/2025 - 12/01/2026
 SIR: \$250,000
 Limits: \$1,000,000

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.

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.

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.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/30/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/25/2026

Clerk's File #

OPR 2025-0008

Cross Ref #**Project #****Council Meeting Date:** 04/20/2026**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	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 250000	# 1555-19100-22230-54201-99999
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	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	HAACK, KELLY A.
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
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 <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL/OTHER <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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 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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

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

ATTACHMENT – SCOPE OF WORK

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

ATTACHMENT – SCOPE OF WORK

	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

ATTACHMENT – SCOPE OF WORK

- 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

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

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.

**THIS PAGE
INTENTIONALLY
LEFT BLANK**



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 <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyd's (Lloyd's of London)</td> <td>00000</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Underwriters at Lloyd's (Lloyd's of London)	00000	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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 :															
INSURED Consistent Care Services SPC, PS 1235 N Post St, Ste 201 Spokane, WA 99201															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual Abuse/Molestation Liab	X		ETD 0504468	8/29/2025	8/29/2026	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">3,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$</td><td style="text-align: right;">3,000,000</td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	20,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	3,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000	Aggregate	\$	3,000,000
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000																										
MED EXP (Any one person)	\$	20,000																										
PERSONAL & ADV INJURY	\$	1,000,000																										
GENERAL AGGREGATE	\$	3,000,000																										
PRODUCTS - COMP/OP AGG	\$	3,000,000																										
Aggregate	\$	3,000,000																										
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ETD 0504468	8/29/2025	8/29/2026	<table style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			ETD 0504468	8/29/2025	8/29/2026	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	AGGREGATE	\$			\$	1,000,000												
EACH OCCURRENCE	\$	1,000,000																										
AGGREGATE	\$																											
	\$	1,000,000																										
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			ETD 0504468	8/29/2025	8/29/2026	<table style="width: 100%;"> <tr><td>PER STATUTE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>OTH-ER</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	PER STATUTE	\$	1,000,000	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						
PER STATUTE	\$	1,000,000																										
OTH-ER	\$																											
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	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
--	--



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

<p>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</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL
MOLESTATION LIABILITY - TABLE OF CONTENTS**

	Page Number
SCHEDULE _____	2
Preamble _____	2
1. SECTION I - COVERAGES, Insuring Agreement _____	2
2. EXCLUSIONS _____	2
3. SUPPLEMENTARY PAYMENTS _____	3
4. SECTION II - WHO IS AN INSURED _____	3
5. SECTION III - LIMITS OF INSURANCE _____	4
6. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS _____	4
7. SECTION V - DEFINITIONS _____	5

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**Date Rec'd**

3/25/2026

Clerk's File #

OPR 2026-0324

Cross Ref #**Project #****Council Meeting Date:** 04/20/2026**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	\$
<u>Narrative</u>	
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	
Dept Head	HALL, KEVIN
Division Director	HALL, KEVIN
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	WAHL, CONNIE
Distribution List	
craig@trmservs.com	spdfinance@spokanepolice.org
wkelly@trmservs.com	dstele@spokanecity.org
klong@spokanecity.org	jteal@spokanecity.org
kberry@spokanepolice.org	



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, indemnify, 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 _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- 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.

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

EXHIBIT B

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	<p>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.</p>	I acknowledge and I agree
4.	<p>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).</p>	I acknowledge and I understand
5.	<p>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.</p>	I acknowledge and I understand
6.	<p>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.</p>	I acknowledge and I understand
7.	<p>The Contractor and any subcontractors will submit a <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> 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 <input type="checkbox"/> Affidavit of Wages Paid <input type="checkbox"/> 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).</p>	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.

<p>CJIS REQUIREMENTS</p>	<p>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.</p>	<p>I acknowledge and I agree</p>
<p>GENERAL REQUIREMENTS</p>		
<p>INTENT OF SPECIFICATIONS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>WASHINGTON STATE RETAIL SALES TAX</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>WASHINGTON STATE RETAIL SALES TAX</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>PERMITS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>SUBCONTRACTORS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>

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	<p>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).</p>	Bid Bond.pdf
3	<p>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.</p>	IPWQ 6526-26 Subcontractor List under \$1M (1).pdf
4	<p>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.</p>	IPWQ 6526-26 Supplemental Bidder Responsibility Criteria and Work Experience Form.pdf
5	<p>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.</p>	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						



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
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



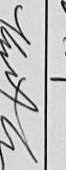
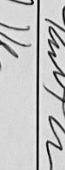
Company

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
 Clarification questions due Tues 3/10 @ 1PM Pre-Bid Meeting Sign In Sheet
 Bids due Tuesday 3/17 @ 1PM
 03/05/2026 9:00AM

#	Name	Company Name	Phone #	E-mail	Signature
1	MIKE JONES	ACI INVEST	208-772-9571	m.jones@aciinv.com	
2	Marco Guiza	Mac Miller	206-512-7155	Marco.Guiza@macmiller.com	
3	KURT GUNNERMAN	Mac Miller	509-319-5436	kurt.gunnerman@macmiller.com	
4	Myatt Kelly	TRM Services	509-944-0830	mkelly@trmservs.com	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

IPWQ #6526-26 PRE-BID SIGN IN SHEET



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
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



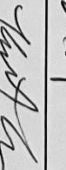
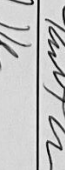
Company

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
 Clarification questions due Tues 3/10 @ 1PM Pre-Bid Meeting Sign In Sheet
 Bids due Tuesday 3/17 @ 1PM
 03/05/2026 9:00AM

#	Name	Company Name	Phone #	E-mail	Signature
1	MIKE JONES	ACI Don'twrest	208-772-9571	m.jones@acidw.com	
2	Marco Guiza	Mac Miller	206-512-7155	Marco.Guiza@macmiller.com	
3	KURT GUNNERMAN	Mac Miller	509-319-5436	kurt.gunnerman@macmiller.com	
4	Myatt Kelly	TRM Services	509-944-0830	mkelly@trmservs.com	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

IPWQ #6526-26 PRE-BID SIGN IN SHEET



< 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 c	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-10-2021
Spokane General Business - Non-Resident	T13085615BUS			Active	Feb-28-202	Oct-15-2012



Endorsements held at this locati	License #	Count	Details	Status	Expiration c	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





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	
INSURER A: Western National Assurance Company	NAIC # 24465
INSURER B: Western National Mutual Insurance Company	NAIC # 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.

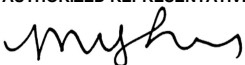
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP 1280489 04	2/1/2026	2/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WA STOP GAP	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPP 1279588 04	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB 1047382 04	2/1/2026	2/1/2027	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A					PER STATUTE	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)
RE: All projects

City of Spokane is additional insured

CERTIFICATE HOLDER

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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".

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.

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
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises.....	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended.....	9
• Unintentional Failure To Disclose Hazards.....	9
• Waiver of Subrogation.....	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

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”.

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 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.

- 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.

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.

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

(1) For:

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

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

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

2. Exclusions

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);

- (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

- (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.

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.

SUMMARY OF COVERAGES	PAGE
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
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

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 lightning;
- 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 replaced 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”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.”

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.

- 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.



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 is 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](#)).

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/4/2026

Clerk's File #

OPR 2026-0326

Cross Ref #**Project #**

2024080

Council Meeting Date: 04/20/2026**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

LOW BID AWARD - SPOKANE SCHOOL WALK ROUTES 2024080

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Spokane School Walk Routes 2024080 - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhood Councils)

Summary (Background)

This largely state-funded project consists of pedestrian improvements in and around five elementary schools and one middle school. Refer to the attached exhibits for the locations of the various project elements. Construction is planned for this spring and summer. On ____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$__, which is \$__ or __% (above/below) the Engineer's Estimate of \$ 1,500,000.00. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

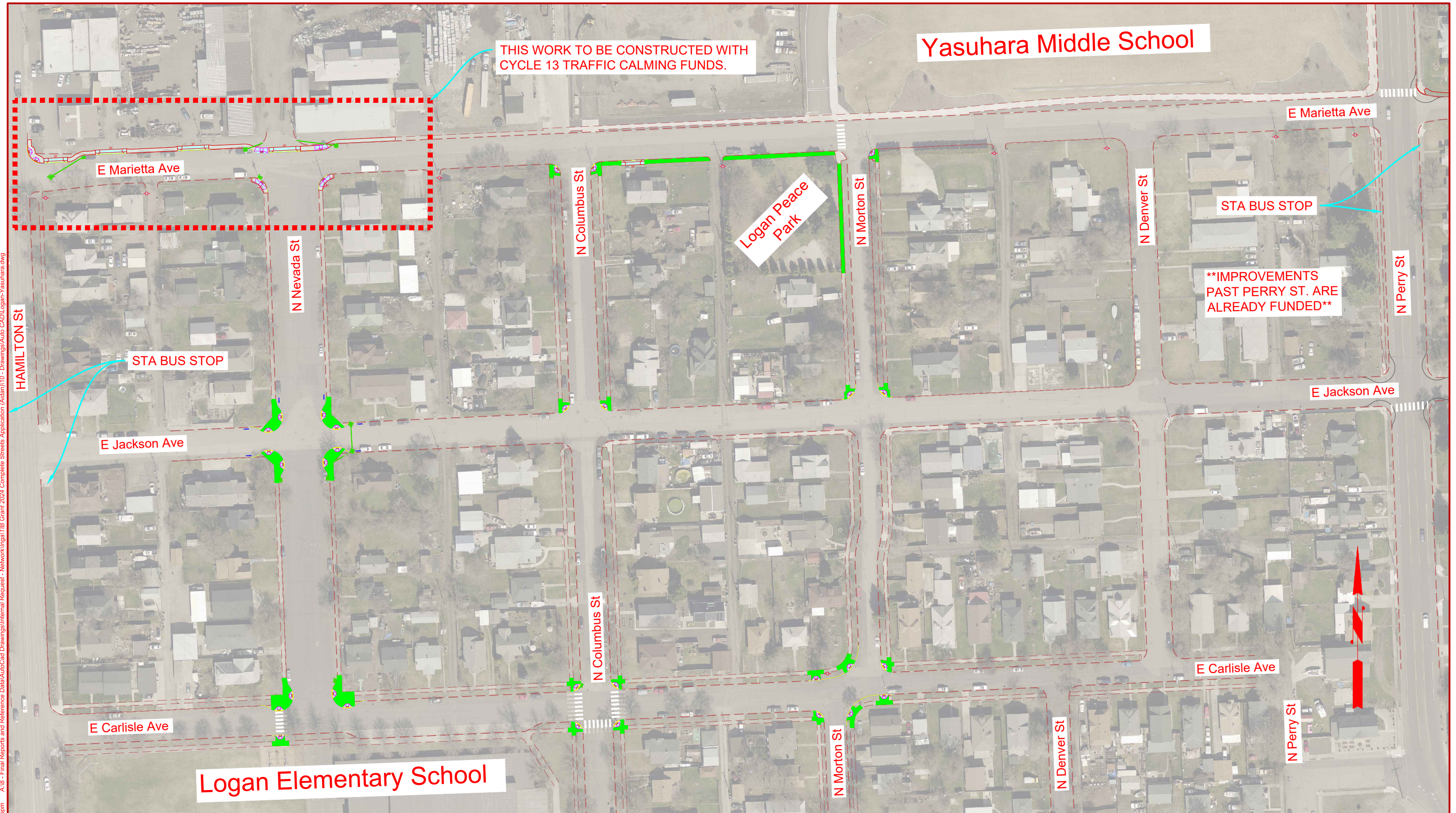
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 2,000,000 (est.)		
Current Year Cost	\$ 2,000,000		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This largely state funded project consists of pedestrian improvements in and around five elementary schools and one middle school.			
Amount			
Budget Account			
Expense \$ 0	# 3200 95166 95300 56501 86172		
Expense \$ 0	# 1380 24101 95300 56501 86172		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
Primarily with a state grant.			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	BULLER, DAN	ACCOUNTING -	BROWN, SKYLER
Division Director	BULLER, DAN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		
Distribution List			
	jrhall@spokanecity.org		
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org		
eraea@spokanecity.org	pyoung@spokanecity.org		
dbuller@spokanecity.org	jradams@spokanecity.org		
mvalen@spokanecity.org			

Plotted On: Feb 03, 2026 - 1:55pm A18 - Final Reports and Reference Data/AutoCad Drawings/Internal Request - Network/Logan/Yasuhara.dwg



THIS WORK TO BE CONSTRUCTED WITH CYCLE 13 TRAFFIC CALMING FUNDS.

Yasuhara Middle School

E Marietta Ave

E Marietta Ave

STA BUS STOP

HAMILTON St

STA BUS STOP

N Nevada St

N Columbus St

Logan Peace Park

N Morton St

N Denver St

IMPROVEMENTS PAST PERRY ST. ARE ALREADY FUNDED

N Perry St

E Jackson Ave

E Jackson Ave

E Carlisle Ave

E Carlisle Ave

Logan Elementary School

N Morton St

N Denver St

N Perry St

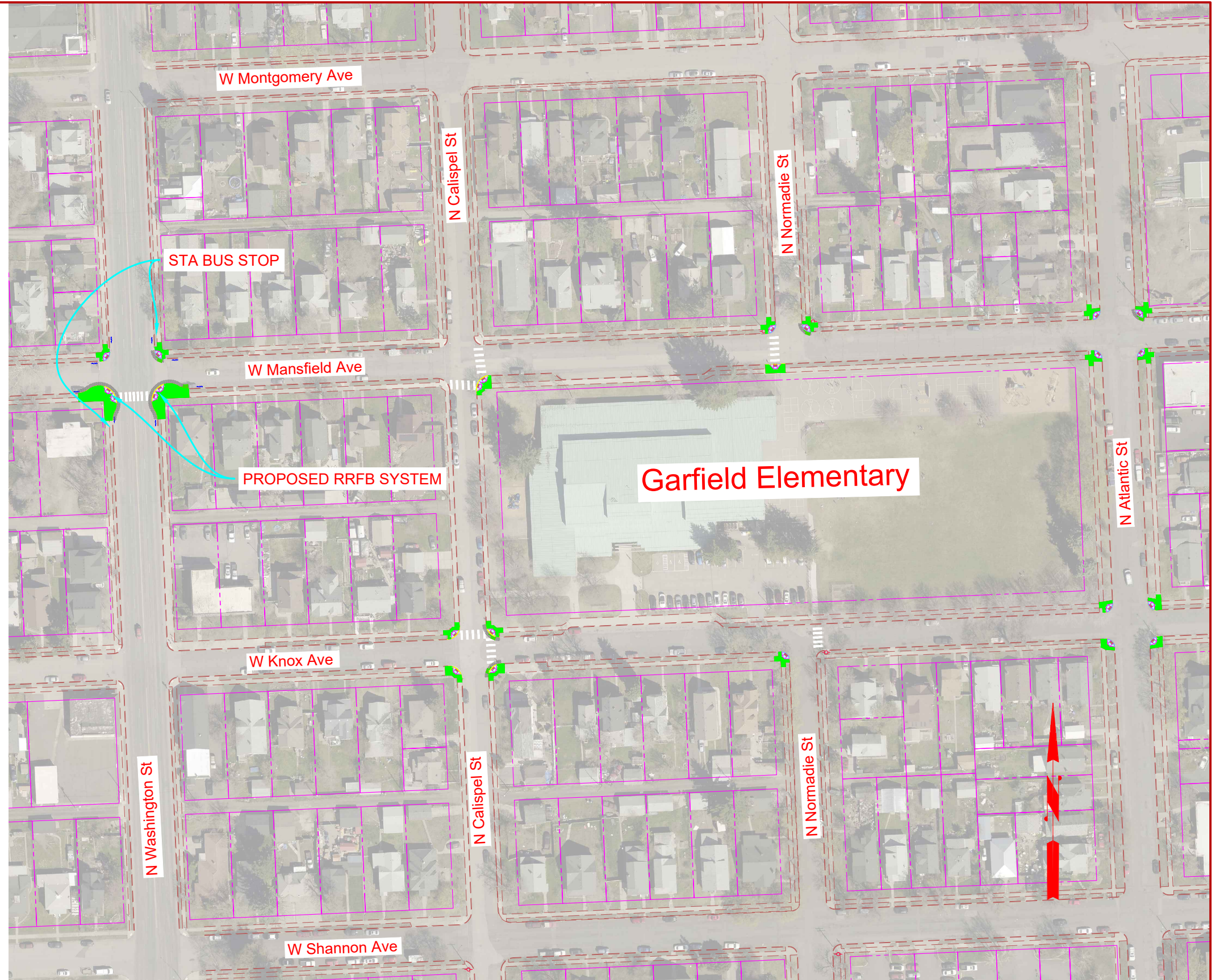
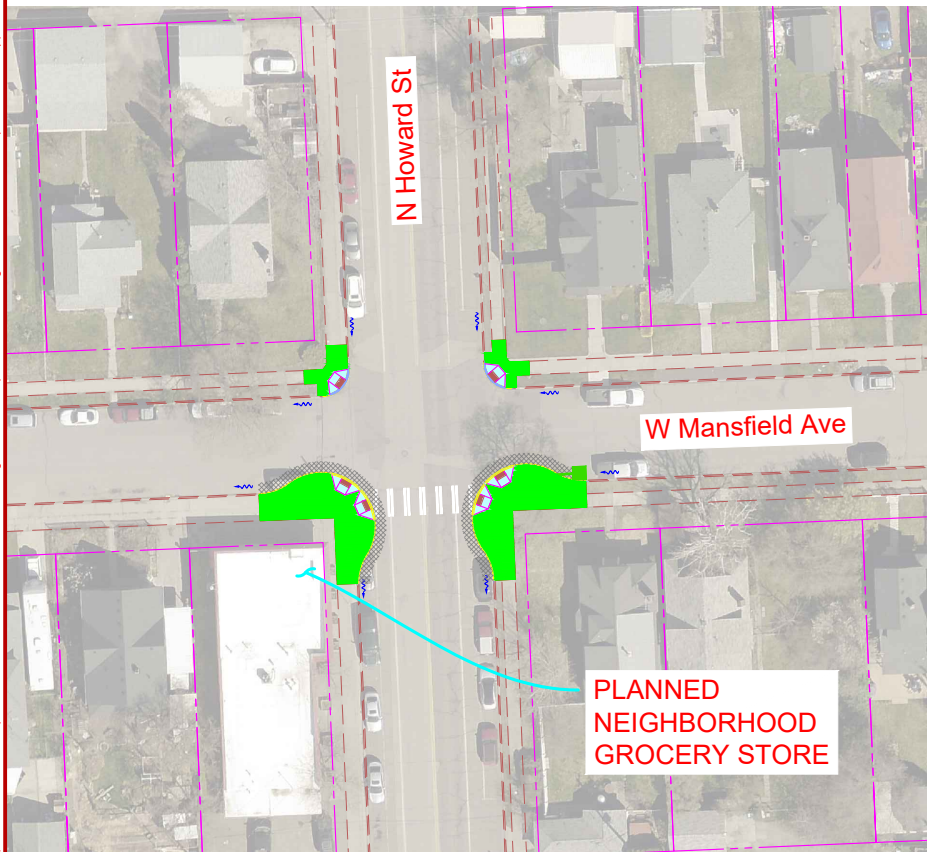
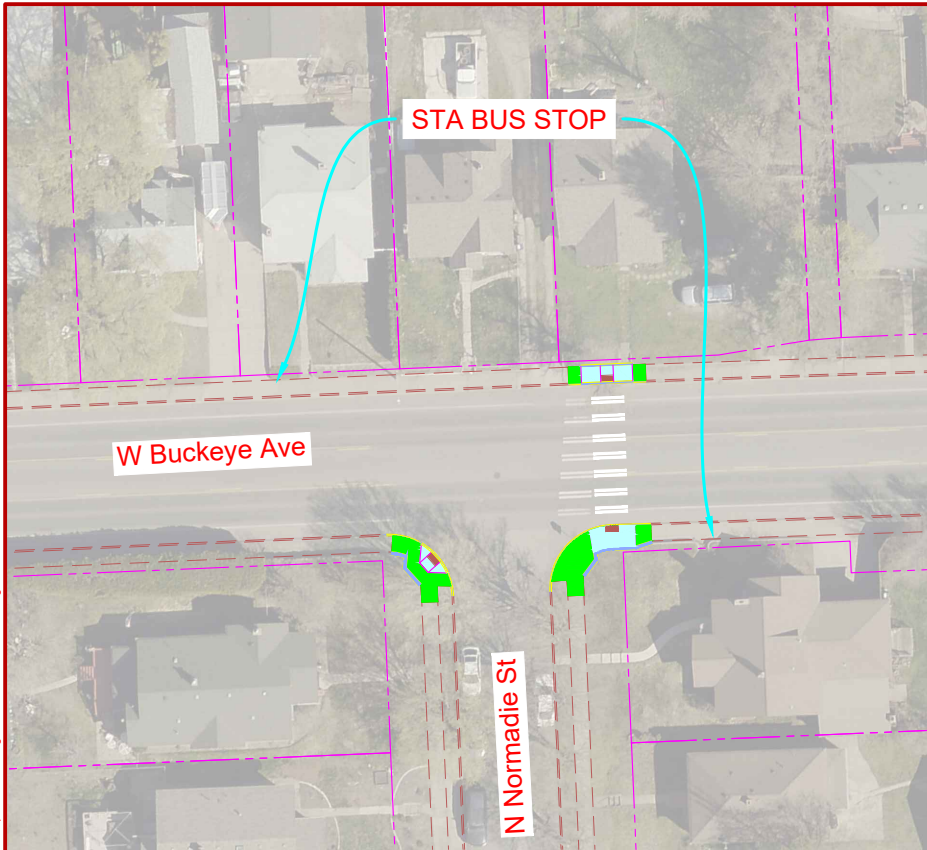
CITY OF SPOKANE
 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

Logan/Yasuhara
 TIB Complete Streets Application

Legend	
	New manhole or drain
	Existing manhole or drain
	Existing pipe
	New Pipe
	School 20 mph Zone
	Existing sidewalk/curb
	Crosswalk
	New ADA Ramp
	New sidewalk

Printed On: Feb 03, 2026 - 1:52pm A:\8 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Networking\TIB Grant 2024 Complete Streets Application (Aidan)\10 - Drawings\Auto CAD\Garfield.dwg



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

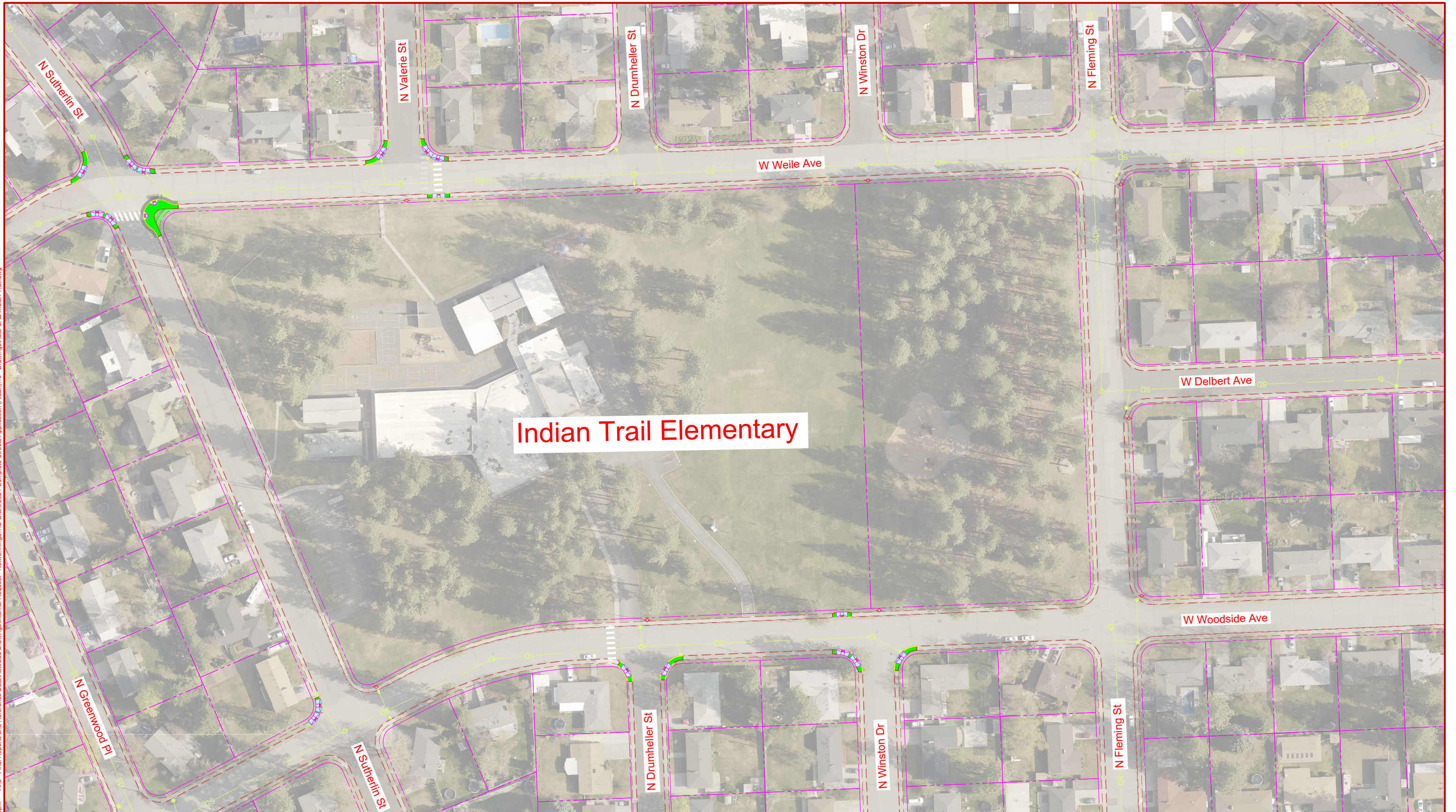
SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

Garfield Elementary

TIB Complete Streets Application

Legend		
New ADA Ramp		New manhole or drain
Crosswalk		Existing manhole or drain
New sidewalk		Existing pipe
Existing sidewalk/curb		New Pipe
		School 20 mph Zone

Printed On: Feb 03, 2026 - 1:53pm A:\18 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Networking\TIB Grant 2024 Complete Streets Application (Aidan)\10 - Drawings\Auto CAD\Indian Trail.dwg



Indian Trail Elementary

Indian Trail Elementary

TIB Complete Streets Application

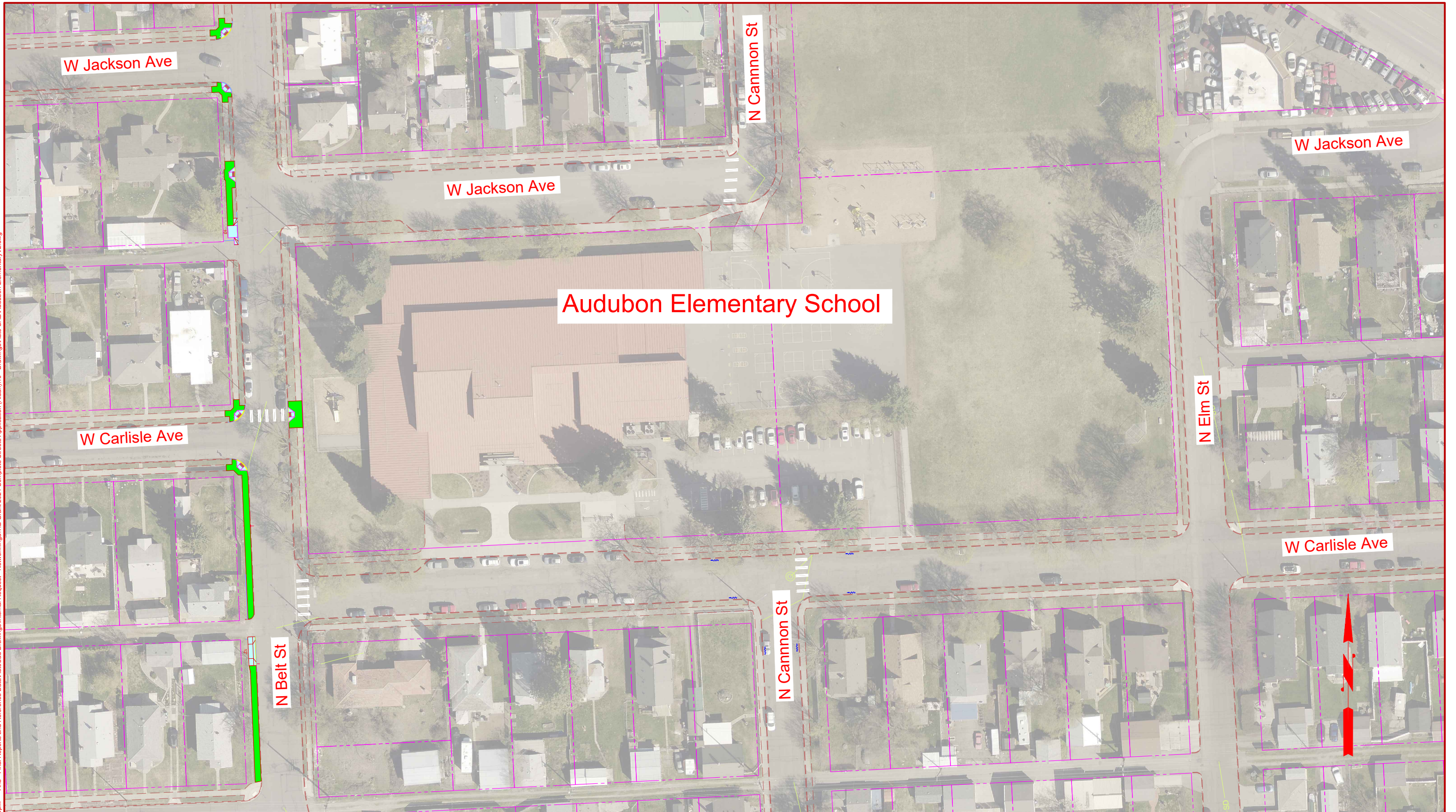


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

Legend		New manhole or drain	
New ADA Ramp		Existing manhole or drain	
Crosswalk		Existing pipe	
New sidewalk		New Pipe	
Existing sidewalk/curb		School 20 mph Zone	

Printed On: Feb 03, 2026 - 1:49pm A:\8 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Network\TIB Grant 2024 Complete Streets Application (Aidan)\10 - Drawings\Auto CAD\Audubon Elementary\YZ.dwg



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

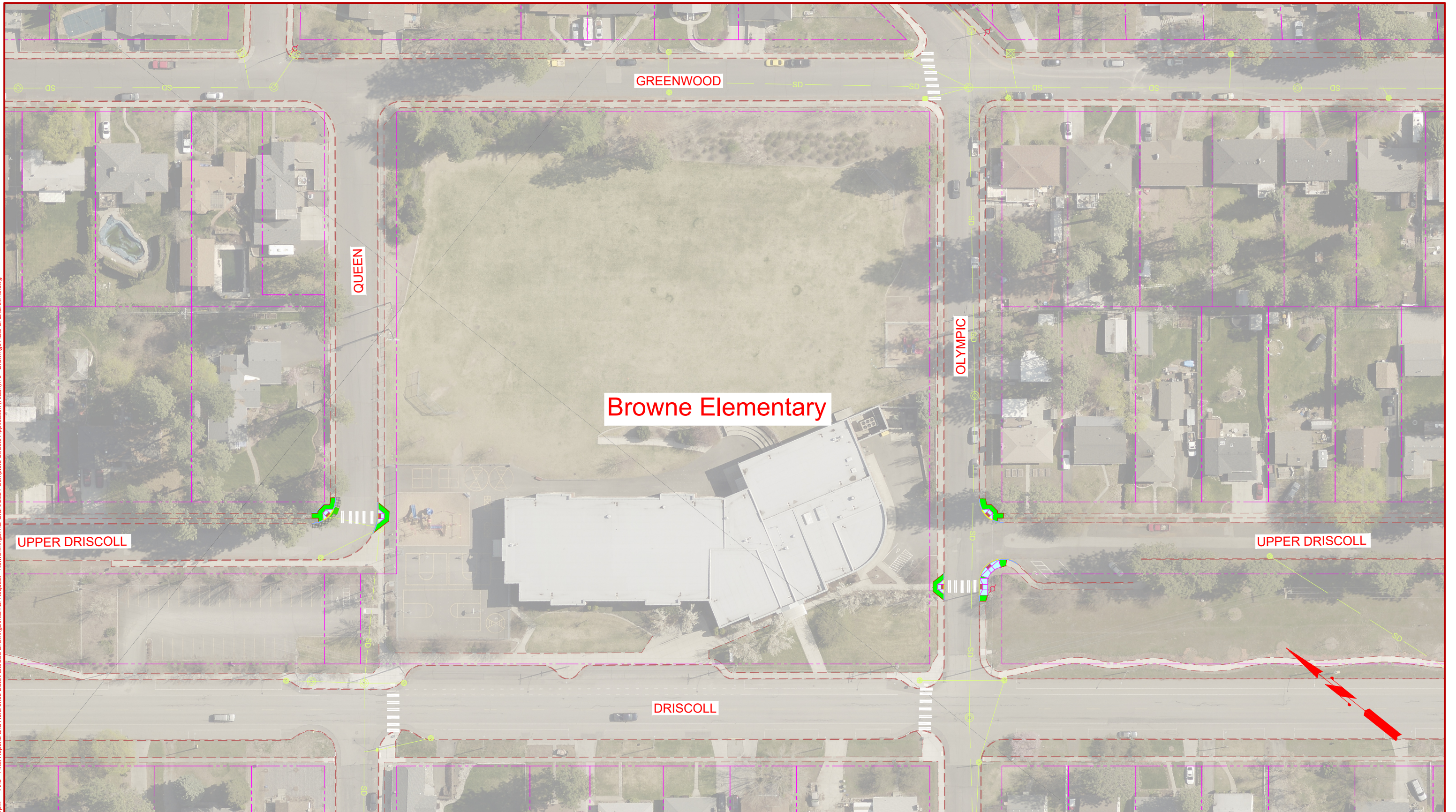
Audubon Elementary

PROJECT #

TIB Complete Streets Application

Legend	
New ADA Ramp	
Crosswalk	
New sidewalk	
Existing sidewalk/curb	
New manhole or drain	
Existing manhole or drain	
Existing pipe	
New Pipe	
School 20 mph Zone	

Printed On: Feb 03, 2026 - 1:51:00pm A:18 - Final Reports and Reference Data/AutoCad Drawings/Internal Request - Network/ing/TIB Grant 2024 Complete Streets Application (Aidan)10 - Drawings/Auto CAD/Browne.dwg



GREENWOOD

QUEEN

Browne Elementary

OLYMPIC

UPPER DRISCOLL

UPPER DRISCOLL

DRISCOLL



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

Browne elementary

TIB Complete Streets Application

Legend

- New ADA Ramp
- Crosswalk
- New sidewalk
- Existing sidewalk/curb



- New manhole or drain
- Existing manhole or drain
- Existing pipe
- New Pipe
- School 20 mph Zone



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/30/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/25/2026

Clerk's File #

ORD C36864

Cross Ref #**Project #****Council Meeting Date:** 04/20/2026**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		\$	
<u>Narrative</u>			
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	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
Shawna Ernst sernst@spokanepolice.org			

ORDINANCE NO C36864

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 FORENSICS 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

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	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – FY26 Cellebrite software renewal
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: <u>\$157,782</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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 <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> 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:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/24/2025

Clerk's File #

ORD C36669

Cross Ref #**Project #****Council Meeting Date:** 05/05/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 6305

Requisition #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

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

4700 – AMENDING ORDINANCE C34130 TO RELEASE A PORTION OF THE

Agenda Wording

New 1st reading of Ordinance amending Ordinance C34130

Summary (Background)

In 2008, City Council passed Ordinance C-34130 vacating Syndicate Blvd between Regal Street and Fiske Street, and retained utility easements within the vacation ordinance. Since that time, an affected property owner has asked to vacate these easements to accommodate an expansion for Hazzard Fab Worx. The existing easement holders have been contacted and are in support of the release.

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	\$
<u>Narrative</u>	
Amount	Budget Account
Neutral \$ 0.00	# 4700-41400-99999-34583
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 16, 2025

TO: Eldon Brown
Developer Services

Clerk's File No.
ORD C36669

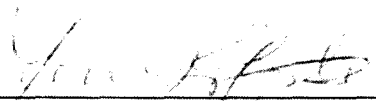
FROM: Terri Pfister, City Clerk

RE: Amending Ordinance C34130 to release a portion of the easement.

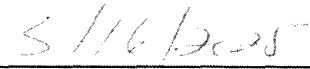
Attached is a copy of Ordinance C36669 for the amendment of:

Ordinance C34130 that vacated Syndicate Boulevard from Regal Street to Fiske Street.

This ordinance was read for the first time on May 5, 2025, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Principal Engineer, is returned to the City Clerk's Office.



City Clerk



Date

Precedent conditions have been met and Ordinance C36669 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 4/1/26

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36669

An ordinance amending Ordinance C34130 that vacated Syndicate Boulevard from Regal Street to Fiske Street;

WHEREAS, a petition for the vacation of Syndicate Boulevard from Regal Street to Fiske Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Syndicate Boulevard from Regal Street to Fiske Street is hereby vacated. Legal N/W ¼ S15 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Qwest, Comcast and the City of Spokane to protect existing and future utilities. The easement for the water main shall be a 30-foot non-buildable easement centered over the water line.

The above-described easements shall not apply to or encumber the portion of vacated Syndicate Boulevard described below

That portion of vacated Syndicate Boulevard adjacent to Lots 1-3 of Block 136 of the Plat of East Side Syndicate Addition as recorded with the Spokane County Auditor under Recording Number 3100669 and located in Book C, on Page 73.

Section 3. No water service taps shall be made on the water main in the vacated area but would need to be from the nearest water main within public right-of-way.

~~Section 4. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~

~~Section 5. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____


Effective Date: _____

Amending Ordinance C-34130



Right-of-way Description:
Removing easements across the cross-hatched parcel 35152.2611 that were established via RW Vacation Ordinance C-34130

Legend

 Easement Area

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Amended Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

		Date Rec'd	3/17/2026
		Clerk's File #	ORD C36855
		Cross Ref #	
		Project #	
Submitting Dept	FINANCE & ADMINISTRATION	Bid #	
Contact Name/Phone	JESSICA 625-6369	Requisition #	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	T&L - SMC 07.03.020 IMPREST FUNDS AMOUNT		

Agenda Wording

An ordinance revising the dollar thresholds for City imprest funds and amending Section 07.03.020 of the Spokane Municipal Code.

Summary (Background)

The City establishes imprest funds by ordinance. SMC 07.03.020 specifies the authorized imprest funds for certain city departments and the maximum dollar limits for each. It also specifies that the Mayor may increase or decrease the dollar limits for each fund subject to the maximum amounts listed in the ordinance.

If adopted, this ordinance (1) eliminates the imprest account for the accounting department, (2) decreases the imprest fund amount for the City Attorney, Parks & Recreation (Riverfront Park) and the Public Library (Travel Expenses) , and (3) increases the imprest fund amount for Municipal Court and the Public Library. The net total impact of the changes is a \$13,500 reduction in imprest fund amounts.

What impacts would the proposal have on historically excluded communities?

N/A - this is a recurring revision to the imprest funds

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

N/A - this is a recurring revision to the imprest funds

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

N/A - this is a recurring revision to the imprest funds

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 - this is a recurring revision to the imprest funds

Council Subcommittee Review

Not applicable

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

ORDINANCE NO. C36855

An ordinance revising the dollar thresholds for City imprest funds and amending Section 07.03.020 of the Spokane Municipal Code.

WHEREAS, consistent with municipal accounting principles, the City of Spokane maintains “imprest funds” to allow for spending of funds for purchases of small items, payment of travel expenses, to accommodate the payment of cash by city customer, and to provide a mechanism for revolving accounts, among other purposes; and

WHEREAS, the city’s departments are authorized to maintain imprest funds and in such maximum amounts as are set by ordinance; and

WHEREAS, the administration has requested revisions to the statutory imprest amounts and the departments authorized to maintain such accounts; and

WHEREAS, the City Council wishes to make an additional change to the municipal code to clarify the Mayor’s prerogatives with respect to imprest funds;

NOW THEREFORE, the City of Spokane does ordain,

Section 1. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

A. The amount of any imprest fund shall not exceed the amount fixed in the table below:

Department	Amount not to exceed
((Accounting Department Imprest Fund))	(((\$1,000.00))
City Attorney Imprest Fund	(((\$1,000.00)) <u>\$300.00</u>
Development Services Center Imprest Fund	\$1,500.00
Spokane 311 Imprest Fund	\$4,800.00
Parks and Recreation Imprest Fund	\$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	(((\$25,000.00)) <u>\$17,000.00</u>
Risk Management Imprest Fund	\$300,000.00
Solid Waste Collection Department Imprest Fund	\$200.00
Solid Waste Disposal Department Imprest Fund	\$9,000.00
Spokane Fire Department Imprest Fund	\$700.00
Spokane Municipal Court Imprest Fund	(((\$1,300.00)) <u>\$2,000.00</u>
Spokane Municipal Court Imprest Fund – Parking Violations	\$300.00

ORD C36855 (SPONSOR SUBSTITUTION) (03-23-26)

Spokane Police Department Imprest Fund – Administration	\$1,500.00
Spokane Police Department Imprest Fund – Investigations	\$60,000.00
Spokane Police Department Imprest Fund – Records	\$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	\$20,000.00
Spokane Public Library – Imprest Fund	(\$3,000.00) <u>\$3,500</u>
Spokane Public Library – Travel Expense Cash Advance Fund	(\$10,000.00) <u>\$5,000.00</u>
Street Department Imprest Fund	\$500.00
Water and Hydroelectric Services Department Imprest Fund	\$1,000.00

B. ~~((The Mayor may increase, subject))~~ Subject to subsection (A) of this section, ~~((or decrease))~~ the Mayor may adjust the actual amount in an imprest fund from time to time.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

ORD C36855 (SPONSOR SUBSTITUTION) (03-23-26)

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/16/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/11/2026

Clerk's File #

ORD C36863

Cross Ref #**Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

SARAH 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

SDIXIT PDILLON

Sponsoring at Administrators Request

NO

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

ORDINANCE RELATING TO MOBILE FOOD VENDING REGULATIONS

Agenda Wording

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code.

Summary (Background)

Mobile food vending, such as mobile food trucks and carts, adds vitality to public spaces, encourages pedestrian activity, and promotes economic development. The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097 and has not updated them since. This ordinance intends to make it easier for mobile food vendors to thrive in Spokane by removing unnecessary regulatory barriers and barriers to entry while also protecting public health and safety. This ordinance eliminates the additional annual mobile food vending regulatory license requirement. This ordinance eliminates the requirement that a mobile food vendor obtain written permission from an adjacent property owner when operating in the public right-of-way in downtown. The ordinance intends to activate surface parking areas by providing that a mobile food vendor is not required to make site improvements when operating on a surface parking area. The ordinance updates the prohibition on the sale of alcohol by recognizing state law changes that now allow a mobile food vendor to also obtain a caterer's permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events. The ordinance moves mobile food vending regulations to the Activation of Public Spaces code chapter.

What impacts would the proposal have on historically excluded communities?

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. Mobile food vending can provide opportunities to chefs and entrepreneurs who may lack the initial capital to open a brick-and-mortar restaurant.

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

This ordinance does not create additional data collection requirements.

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

This ordinance does not create additional data collection requirements.

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?

Comprehensive Plan Policy DP 4.2 – Street Life Comprehensive Plan Policy N 1.1 – Downtown Development
Comprehensive Plan Policy ED 3.10 – Downtown Spokane Downtown Plan Priority Action 1.3 – Make
sidewalks active Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses
Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown Comprehensive Plan Policy ED 3.5 –
Locally-Owned Businesses Comprehensive Plan Policy ED 3.6 – Small Businesses

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? NO	
Total Cost	\$ 500
Current Year Cost	\$ 500
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
The City generally receives less than \$500 in revenue from the mobile food vending regulatory license. The revenue generated through this license requirement is likely less than the administrative costs to maintain the license program.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	

ORDINANCE NO. C36863

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections of Titles 08.01, 10.40, 12.05, and 17C; and adopting new Sections 12.15.070 and 12.15.080, all of the Spokane Municipal Code.

WHEREAS, Spokane Municipal Code 17C.390.010 reads: *“Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development”*; and



WHEREAS, Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to *“Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas”*; and

WHEREAS, Comprehensive Plan Policy N 1.1 – Downtown Development calls for the City to *“Develop downtown Spokane as the primary economic and cultural center of the region...”*; and

WHEREAS, Comprehensive Plan Policy ED 3.10 – Downtown Spokane calls for the City to *“Promote downtown Spokane as the economic and cultural center of the region.”*; and

WHEREAS, Downtown Plan Priority Action 1.3 calls for the City to *“Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown”*; and

WHEREAS, Downtown Plan Priority Action 3.1 calls for the City to *“Develop a program to use the edges of surface parking lots for active uses, programming, and events such as food trucks, vendors, and farmers markets.”*; and



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

WHEREAS, Downtown Plan Priority Action PS1.1 calls for the City to *“Strategically program and activate public spaces downtown.”*; and

WHEREAS, Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses calls for the City to *“Support opportunities to expand and increase the number of locally-owned businesses in Spokane.”*; and

WHEREAS, Comprehensive Plan Policy ED 3.6 – Small Businesses calls for the City to *“Recognize the significant contributions of small businesses to the city’s economy and seek to enhance small business opportunities”*; and

WHEREAS, the City Council on March 16, 2026 adopted Ordinance C36850, relating to activation of public spaces, which ordinance is slated to be effective in April 2026; and

WHEREAS, the City Council wishes to further encourage activation of public spaces by making it easier to operate mobile food carts, and to harmonize current regulations relating to mobile food vendors with other provisions in the Spokane Municipal Code, including recently adopted provisions in Ordinance C36850;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.01.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.070 Business Registration Required

- A. No person may engage in business in the city of Spokane or with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration a Spokane city endorsement as provided in this chapter. Annual general business licenses with a Spokane city endorsement shall be issued and registered through the Washington State Department of Revenue’s Business Licensing Service (BLS). A general business license is good for twelve months and must be renewed before expiration for the next twelve months. Any temporary registrations, to include itinerant vendor registrations shall be issued and registered by the City of Spokane Taxes and Licenses Office. In addition, persons whose activities fall within the definition of [SMC 10.40.010](#) must obtain an “itinerant vendor” permit as provided in [SMC 10.40.010](#), in addition to a business registration. A business license does not authorize illegal activities.
- B. If a business changes names or locations during a registration year, it must notify the Washington State Business Licensing Service to obtain a new registration document to display in the place of business that reflects the change of name or location. A change of location may require the filing of a new application through the Business Licensing Service, as described in this chapter.
- C. A person or business conducting the following activities shall register for an annual regulatory business license or obtain an annual permit in addition to obtaining a general business license and shall follow the requirements of the activity's respective chapter:

Annual Regulatory Licenses and Permits	Licensing Requirements
Amusement Facility License	SMC 10.23A
Commercial Tree License	SMC 10.25
Building Moving and Relocation Permit	SMC 10.26
Sidewalk Café, Streateries, and Parklets ((Permit)) License	((SMC 10.28)) SMC 12.15
Contractors and Workers Licensing: Blaster, Boiler Operator, Fire Equipment Servicer, Gas Hearing Mechanic	SMC 10.29

Fireworks Permit	SMC 10.33A
For-hire Vehicle Driver and For-hire Operator License	SMC 10.34A
Infectious Waste License	SMC 10.35
Itinerant Vendor License	SMC 10.40
Special Police Officer License	SMC 10.41A
Charitable Solicitation License	SMC 10.42
Telephone and Telegraph Construction Permit	SMC 10.43
Emergency Medical Transport Permit	SMC 10.47
((Mobile Food Vendor License))	((SMC 10.51))
Food Delivery License	SMC 10.515
Short Term Rental License	SMC 10.52
((Parklets and Streateries Licenses))	((SMC 10.55))
Residential Rental House License	SMC 10.57

Section 2. That Section 08.02.0234 (Mobile Food Vendor Permit) of the Spokane Municipal Code is hereby repealed.

Section 3. That Section 10.40.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.40.010 Itinerant Vendor Designation & Permit - When Required

A regular or temporary business issued a registration under chapter [8.01 SMC](#) must obtain a separate “itinerant vendor” permit from the City of Spokane (~~Taxes and Licensing Officer~~) Office of Taxes and Licenses under any of the following circumstances:

- A. Where the person is engaged in the business of selling or delivering goods or services within the City from a fixed or temporary location as an itinerant vendor, except ~~((those))~~ mobile food vendors (~~operating under the provisions of chapter 10.51 SMC Mobile Food Vending~~) shall not be considered itinerant vendors.
 - 1. Examples are people selling prepackaged food or wares from roving vehicles in the streets, except mobile food vendors. (Cross Reference: [SMC 8.01.220](#) ~~((and chapter 10.51 SMC-))~~).

- B. Where the person travels from door to door as the ((~~principle~~)) principal means of conducting business, offering, exposing for sale, or selling within the City any goods, merchandise, service, or product.
- C. Where the person engages in any business in the City with no permanent location. (Cross Reference: [SMC 8.01.070](#)).
- D. A person who engages in constitutionally protected expressive activities in the public right-of-way shall not be required to obtain a business registration unless the person engages in business activities. Constitutionally protected expressive activities conducted in the public right-of-way shall include, but is not limited to, street performers. For the purposes of this section, a street performer means an individual, including street musicians, who performs any form of artistic expression. The voluntary contribution of money or other items of value by members of the public to the individual in association with the expressive activity shall not result in the requirement of obtaining a business registration. A person who engages in constitutionally protected expressive activities in the public right-of-way must still comply with all other regulations regarding conduct in the public right-of-way.

Section 4. That Chapter 10.51 (Mobile Food Vendors) of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 12.15.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.15.010 Definitions

Term	Definition
Alcohol Service Area	“Alcohol service area” means an area in which alcohol may be sold, served, and consumed as authorized by the City of Spokane and the Washington State Liquor and Cannabis Board.
Applicant	“Applicant” means any person seeking a license on their own behalf or on behalf of a property owner. The applicant shall serve as the primary contact for the license.
<u>Mobile Food Vending Unit</u>	<u>“Mobile Food Vending Unit” means a movable food service establishment such</u>

	<p><u>as a pushcart, van, trailer, or a temporary/movable structure approved for mobile food vending by the Spokane Regional Health District. The Mobile Food Vending Unit provides space for limited storage, handling, and/or dispensing of foods. The entire operation must be contained within/on the mobile food vending unit, except that expansion of the operation may be allowed in conjunction with an approved temporary event as allowed under the rules of the Spokane Regional Health District.</u></p>
<p><u>Mobile Food Vendor</u></p>	<p><u>“Mobile Food Vendor” means a person or persons owning, operating, or working in a mobile food vending unit and is the permit holder and person in charge of a mobile food vending unit under the provisions of the Washington Administrative Code (WAC) 246-215 and the rules of Spokane Regional Health District. A mobile food vendor, as defined herein, is not an itinerant vendor as defined in Chapter 10.40 SMC, Itinerant Vendors.</u></p> <p><u>Mobile food vendors do not include temporary drink stands as described in WAC 246-215-01115 (50) and mobile caterers who are engaged in the business of transporting, in vehicles, food and beverages to residential, business, and industrial establishments pursuant to prearranged schedules and dispensing from the vehicles the items to and for the convenience of the personnel or occupants of such establishments.</u></p>
<p>Parklet</p>	<p>“Parklet” means a small public gathering space, occupying up to two parking stalls</p>

	or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.
<u>Restaurant</u>	<u>“Restaurant” means any establishment having designated space and accommodation for customers and where food and beverages are regularly sold to the public for immediate, on-site consumption. The term “restaurant” includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias.</u>
Sidewalk Café	“Sidewalk café” means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, served by a café, restaurant, or tavern located on abutting property.
Streatory	“Streatory” means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is subject to all the terms and conditions of the nearby restaurant or bar’s food service permits and alcohol licenses.

Section 6. That there is adopted a new Section 12.15.070 of the Spokane Municipal Code to read as follows:

Section 12.15.070 Mobile Food Vending Requirements

- A. The mobile food vendor must have a City general business license and necessary, Washington State Labor and Industries, Spokane Regional Health District, and Spokane Fire Department permits and approvals to operate as a mobile food vendor within the city of Spokane.
- B. The mobile food vendor shall maintain a minimum five-foot clear pedestrian pathway along the public sidewalk at all times. Placement of the mobile food vending unit shall be consistent with any applicable standards established by the Americans with Disabilities Act.
- C. A mobile food vendor shall comply with all applicable parking regulations, except that a mobile food vendor operating is exempt from SMC Section [16A.05.280](#), and the parking time limits of SMC Section [16A.05.310](#).
- D. A mobile food vendor vending from any public property including public streets, sidewalks, plazas or parks shall maintain in full force public liability insurance in the amount specified by [SMC 12.02.0730\(B\)](#) to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the public property for mobile food vending purposes, naming the City as an additional insured.
- E. Mobile food vendors shall not sell or serve liquor, as defined in RCW 66.04.010, in the public right-of-way. Mobile food vendors shall not sell or serve liquor on private property without approval and licensure by the Washington State Liquor and Cannabis Board.
- F. A mobile vending unit may not be within fifty feet walking distance of the front entrance of an existing and open restaurant located on the same block face without the documented approval of the restaurant owner or authorized representative of the restaurant.
- G. Mobile food vending is prohibited in City parks or on a street adjoining a City park without documented approval of the Director of Parks and Recreation or their designee.
- H. A mobile food vending unit vending from private property shall have documented consent from the owner(s) of the private property or their designated property manager, as to the use and location of the mobile food vendor on their property.

- I. A mobile food vending unit vending from private property shall be subject to the same land use and development standards applicable to the property as if the unit were a permanent structure, except that a mobile food vendor shall not be required to make any additional site improvements when:
 1. The mobile food unit is located on a surface parking area that will provide circulation for any other existing uses on the property;
 2. The mobile food unit is a licensed, wheeled vehicle, and the wheels will not be removed;
 3. Any canopies, awnings, or any other attachments are supported entirely by the mobile food unit and do not touch the ground, provided temporary seating, sandwich board signs, refuse collection containers, and other temporary appurtenances may be allowed;
 4. The mobile food unit is self-contained, with no plumbing connections; and
 5. The mobile food unit will not be used for “drive-thru” vending.
- J. Mobile food vendors may vend from residential zones, under the following conditions:
 1. The owner of the property where an event such as a community event, special event approved by the City, a neighborhood block party, wedding, or birthday party will occur has invited the mobile food vendor to participate, and mobile food vending is part of the event activities.
 2. The mobile food vending unit may not remain at the location for longer than the duration of the special event and must avoid creating conflicts with pedestrian or vehicle traffic or creating other public safety problems.
- K. The City may order a mobile food vendor to depart from a specific location when the mobile food vendor is creating an imminent public health or safety hazard.

Section 7. That there is adopted a new Section 12.15.080 of the Spokane Municipal Code is amended to read as follows:

Section 12.15.080 Violations

A violation of this chapter is a civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

Section 8. That Section 17C.120.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from [Table 17C.120-1](#).

1. Group Living.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [2]. Adult businesses are subject to the additional standards of chapter [17C.305 SMC](#).

3. Commercial Parking.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. Commercial parking on surface lots is not permitted in the O and OR zones.

4. Drive-through Facility.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of [SMC 17C.120.290](#) and [SMC 17C.325](#).

5. Quick Vehicle Servicing.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of [SMC 17C.120.290](#).

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses

and to promote a relatively local market area. Retail sales and services uses are limited to the following:

- a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
- b. Uses not within an office building which are listed as sales-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
- c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [7]. The limitations are stated in [SMC 17C.120.280](#).

8. Industrial Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off- site impact standards of [chapter 17C.220 SMC](#), the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

- a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area
- b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.
- c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have an [9]. The limitations are stated with the special standards for these uses in [chapter 17C.350 SMC](#), Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of [Table 17C.120-1](#) that have a [13]. All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors))~~ comply with the requirements of SMC 12.15.

Section 9. That Section 17C.122.070 of the Spokane Municipal Code is amended to read as follows:

Section 17C.122.070 Center and Corridor Zone Allowed Uses

The uses allowed in the Center and Corridor zones are shown in Table 17C.122.070-1.

TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: P – Permitted N – Not Permitted L – Allowed, but special limitations CU – Conditional use review required	CC Zone Type		
	Core Zones		Transition Zone
	CC1	CC2	CC4
Residential	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services	P[1]	P[1]	L[4]
Eating and Drinking Establishments	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N

Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Surface Lot Commercial Parking	N	N	N
Structured Commercial Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses	N	P[5]	P[5]
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[6]	P[6]	P[6]

Notes:

[1] Retail uses having more than forty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.

[2] Eating and drinking establishments larger than five thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.

[3] Limited industrial uses having more than twenty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.

[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed

within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.

[5] Drive-through businesses are not permitted along designated Pedestrian Streets

[6] All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 10.51.010))~~ comply with the requirements of SMC 12.15.

Section 10. That Section 17C.124.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.124.110 Limited Use Standards

A. The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from [Table 17C.124.100-1](#).

1. Group Living.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [2]. Adult businesses are subject to the additional standards of [chapter 17C.305 SMC](#).

3. Commercial Parking.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [3]. See [SMC 17C.230.310](#) for the parking structure design guidelines. See [SMC 17C.124.340](#), Parking and Loading, for ground level parking structure use standards.

a. New standalone surface commercial parking lots are not allowed as the primary use within the area shown on [Map 17C.124-M1](#), Surface Parking Limited Area. Within the area shown on [Map 17C.124-M1](#), standalone commercial parking as a primary use must be located entirely within a parking structure.

4. Drive-through Facility.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [4]. Drive-through facilities are subject to the additional standards of [SMC 17C.124.290](#).

5. Quick Vehicle Servicing.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a Type III or IV complete street. Quick vehicle servicing uses must be fully contained within a structure. Quick vehicle servicing uses are subject to the additional standards of [SMC 17C.124.290](#).

6. Retail Sales and Services Uses Motorized Vehicle Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [6]. Sale, rental, or leasing of motor vehicles, including passenger vehicles, light and medium trucks is not allowed. Sale, rental, and leasing of motorcycles and other recreational vehicles not able to be licensed for normal on street use is allowed. For sale or leasing of motorcycles and other recreational vehicles see [SMC 17C.124.270](#), Outdoor Activities.

7. Industrial Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

- a. Limited industrial uses are allowed. Industrial uses more intensive than the limited industrial definition are not allowed.
- b. Industrial buildings and industrial sites are subject to the same design standards as commercial buildings and commercial sites.

8. Mini-storage, Storage, Warehousing, Industrial and Parking Structure Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have an [8]. See [SMC 17C.124.340](#).

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have an [9]. Mini-storage facilities are subject to the additional standards of [chapter 17C.350 SMC](#), Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [10]. Outdoor display, storage, or use of industrial equipment or other industrial items such as tools,

equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited.

11. Community Services.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have a [11]. Most community service uses are allowed by right.

12. Wireless Communication Facilities.

See [chapter 17C.355A SMC](#).

13. Existing Light Industrial and Self-service Storage Uses.

This regulation applies to all parts of [Table 17C.124.100-1](#) that have an [13]. Light industrial and self-service storage uses in operation on the effective date of this ordinance, are considered to be a conforming use.

14. Mobile Food Vending.

This standard applies to all parts of [Table 17C.124.100-1](#) that have a [14]. All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 40.51.040))~~ comply with the requirements of SMC 12.15.

Section 11. That Section 17C.130.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.130.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from [Table 17C.130.100-1](#).

1. Group Living.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [1].

- a. Group living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a group living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Group living uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape and transportation plan which will limit conflicts between the residential, employment and industrial uses.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are not permitted.

2. Residential Household Living.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [2].

- a. Residential household living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a residential living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Residential uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape, and transportation plan, which will limit conflicts between the residential, employment and industrial uses.
- b. A single-family residence may be erected on a lot having a side property line which adjoins a lot in a residential zone, with or without an intervening alley, or on a lot which has less than one hundred feet of frontage and has residences existing on all lots adjoining its side property lines.
- c. Living quarters for one caretaker per site in the LI, HI and PI zones are permitted.

3. Group Living and Residential Household Living.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [3]. Group living and residential household living uses may be permitted in the PI zone as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of Division G – Administration and Procedures. A minimum of fifty percent of the site within the binding site plan or planned unit development shall be in manufacturing and production, industrial service or office uses. Group living and residential household living uses shall be buffered from industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The buffering improvements shall be developed on the residential portion of the binding site plan or planned unit development at the time the residential uses are constructed. The site development plan shall include a design, landscape, and transportation plan, which will limit conflicts between the residential and industrial uses.

4. Adult Business.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [4]. Adult businesses are subject to the following standards:

- a. [Chapter 17C.305 SMC](#), Adult Business.
- b. Adult businesses are subject to the size requirements specified in item [5] below applicable to retail sales and services uses in the light industrial (LI) zone.
- c. In addition to the standards in subsections (4)(a) and (b) of this section, adult businesses are permitted only in the light industrial zone adult business overlay zone as designated on the official zoning map.

5. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [5]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than sixty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than sixty thousand square feet per site are a conditional use.

6. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [6]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than twenty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than twenty thousand square feet per site are a conditional use.

7. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [7]. Retail sales and service uses are allowed if the floor area plus the outdoor sales and display and outdoor storage area is not more than three thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than three thousand square feet per site may be permitted as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site area of the uses in the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses.

8. Mini-storage Facilities.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [8]. The limitations are stated with the special standards for these uses in [chapter 17C.350 SMC](#), Mini-Storage Facilities.

9. High Impact Uses.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [9]. High impact uses shall be located a minimum of six hundred feet from the boundary of a residential or commercial zone.

10. Colleges, Medical Centers, Daycare and School Uses.

This standard applies to all parts of [Table 17C.130.100-1](#) that have an [10]. Colleges, medical centers, daycare and school uses may be permitted as a part of a binding site plan under the provisions of the subdivision code, or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site within the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses. Colleges, medical centers, daycare and school uses are allowed within the planned unit development or binding site plan provided that the site development includes a design, landscape and transportation plan which will limit conflicts between the college, medical center, daycare, school and industrial uses.

11. Wireless Communication Facilities.

See chapter 17C.355A SMC.

12. Mobile Food Vending.

This standard applies to all parts of [Table 17C.130.100-1](#) that have a [12]. All mobile food vendors shall ~~((have a valid mobile food vending license issued pursuant to SMC 40-51-040))~~ comply with the requirements of SMC 12.15.

Section 12. That Section 17C.390.020 of the Spokane Municipal Code is hereby repealed.

Section 13. That Section 17C.390.030 of the Spokane Municipal Code is amended to read as follows:

Section 17C.390.030 Conditions

A. Mobile food vending from or onto the public right of way.

1. Mobile food vending may be allowed on a public street right of way in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy

Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15.

~~((2. The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.))~~

B. Mobile food vending located entirely on private property.

4. Mobile food vending may be allowed on property in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15. ~~((subject to the land use and development standards applicable to said property, except that a mobile food vendor shall not be required to make any additional site improvements when:~~

~~a. The mobile food unit will be located on an existing paved parking area that will continue to provide sufficient space for required off street parking and circulation for any other existing uses on the property;~~

~~b. The mobile food unit is a licensed, wheeled vehicle and the wheels will not be removed;~~

~~c. Any canopies, awnings or any other attachments are supported entirely by the mobile food unit and do not touch the ground;~~

~~d. The mobile food unit is self-contained, with no plumbing connections; and,~~

~~e. The mobile food unit will not be used for “drive thru” vending.~~

~~2. The mobile food vendor must have a valid license issued pursuant to [SMC 10.51.010](#) and must be in compliance with the terms and conditions thereof.~~

C. ~~Mobile food vending on City Parks or on streets adjacent to a City Park.~~

~~1. Mobile food vending is prohibited in City Parks and on any street adjacent to or across the street from a City Park without the expressed written~~

~~consent of the City Park Board or its designee.~~

- ~~2. The mobile food vendor must have a valid license issued pursuant to [SMC 10.51.010](#) and must be in compliance with the terms and conditions thereof.))~~

Section 14. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 15. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Memorandum

Office of the Mayor

DATE: March 16, 2026

FROM: Councilmember Sarah Dixit, Vice Chair of the Urban Experience Committee & Adam McDaniel, Policy Advisor – Office of the Mayor

TO: Urban Experience Committee

RE: Eliminating unnecessary barriers to mobile food vending

Background:

“Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development” – Spokane Municipal Code 17C.390.010.



The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097. Before the adoption of Ordinance C35097 in 2014, the City had vague regulations addressing mobile food vending. Most mobile food vending

regulations were considered under the Itinerant Vendors regulations in SMC 10.40. The regulations for mobile food vending have not been updated since their original adoption in 2014.

Regulatory License Requirement

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. The City currently requires mobile food vendors who operate for more than 14 days in the city to buy an annual \$60 mobile food vendor license. This \$60 annual license is in addition to the City's annual business license, permits/inspection fees by the Spokane Regional Health District¹, permits/inspections by the Spokane Fire Department, and additional requirements of the Washington State Department of Labor and Industries (L&I)². The City receives less than \$500 annually in mobile food vendor license revenue.

Mobile food vending is allowed in most zones except residential. Mobile food vending is allowed in residential zones when connected to a special event, such as a block party or wedding, and with the property owner's permission.

Vending in the public right-of-way

Under current regulations, a mobile food vendor must be at least 50 feet from a restaurant's entrance, but the code does not define "restaurant".

Additionally, the current code requires mobile food vendors to obtain the permission of a property owner or their designated agent in the downtown business improvement district to vend in the public right-of-way adjacent to the property owner's building. This is a significant deterrent to mobile food vending in downtown Spokane. We are unaware of any other local regulation that requires a person to obtain permission from a private property owner to perform a legal and allowed use in the public right-of-way. What happens if property ownership changes? Does consent remain, or does the vendor need permission from the new property owner?

Mobile vending in or on a street adjacent to a Park must also have the permission of the Director of Parks and Recreation.

Vending on private property

The Downtown Plan supports using the edges of surface parking lots for active uses, such as food trucks.³

¹ <https://srhd.org/programs-and-services/foodsafety/temporary-food-establishment-permits>

² <https://www.lni.wa.gov/licensing-permits/manufactured-modular-mobile-structures/food-trucks-trailers/>

³ Downtown Plan Priority Action 3.1



An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses



A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.



Food trucks used to activate the street edge along a surface lot in Naples, FL

The current code provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit meets certain criteria, including that the vendor is located on an existing paved parking area. It is unclear if this provision would also apply to unpaved parking lots. Mobile food vending also provides an opportunity to activate vacant lots and parcels that may not necessarily be used for parking purposes.

Guiding Plans and Policies

Comprehensive Plan Policy DP 4.2 – Street Life

Comprehensive Plan Policy N 1.1 – Downtown Development

Comprehensive Plan Policy ED 3.10 – Downtown Spokane

Downtown Plan Priority Action 1.3 – Make sidewalks active

Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses

Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown

Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses

Comprehensive Plan Policy ED 3.6 – Small Businesses

II. Policy Recommendation:

Proposed Ordinance Table of Contents

- Section 1. Amends SMC Section 08.01.070 (Business Registration Required)
- Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)
- Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)
- Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)
- Section 5. Amends SMC Section 12.15.010 (Definitions)
- Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)
- Section 7. Adopts new SMC Section 12.15.080 (Violations)
- Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)
- Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)
- Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)
- Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)
- Section 12. Repeals SMC Section 17C.390.020 (Applicability)
- Section 13. Amends SMC Section 17C.390.030 (Conditions)
- Section 14. Severability
- Section 15. Clerical Errors

Section 1. Amends SMC Section 08.01.070 (Business Registration Required)

- Amends this code section to remove the business and occupation license requirement for mobile food vending

- Amends this section related to parklets and street cafes as a result of the anticipated adoption of Ordinance C36850 (Encouraging the Activation of Public Spaces)

Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)

- Repeals this section because of the elimination of the regulatory licensing requirement.

Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)

- Removes reference to SMC Chapter 10.51, which is repealed in this ordinance.

- Makes small clerical updates.

Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)

- Repeals the chapter and moves mobile food regulations to SMC Chapter 12.15.



- The intent behind moving these regulations to a new chapter is to align these regulations with other regulations that support and encourage the activation of the public right-of-way, such as licensing for street cafes, parklets, and special event permitting.

Section 5. Amends SMC Section 12.15.010 (Definitions)

- Carries over the definition of Mobile Food Vending Unit from the existing definition in SMC 10.51.
- Carries over the definition of Mobile Food Vendor from the existing definition in SMC 10.51 and adds a clarification that lemonade stands, as described in Washington Administrative Code 2446-215-01115⁴ is not considered a mobile food vendor for purposes of these regulations.
- Adds a definition for “restaurant”. The term “restaurant” was not defined in SMC Chapter 10.51. A restaurant is defined as “any establishment having special space and accommodation where food and beverages are regularly sold to the public for immediate, on-site consumption. Restaurant includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias”.

Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)

- This new section combines relevant mobile food vending regulations from SMC 10.51 and places them in one section.
- The most significant policy and regulatory changes proposed in this section are:

Current – SMC 10.51	Proposed – SMC 12.15.070	Intent
SMC 10.51.050(A)(7) requires that a mobile food vendor may not be within fifty feet walking distance of the front entrance of an existing restaurant located on the same block face without the written consent of the owner or authorized representative of the restaurant owner.	This proposal maintains this fifty-foot buffer for existing and open restaurants. This proposal also defines a restaurant because the current code did not define it.	This section intends to maintain the buffer for open and operating restaurants and other food establishments.

⁴ <https://app.leg.wa.gov/wac/default.aspx?cite=246-215-01115>

<p>SMC 10.51.050(A)(2) requires that a mobile food vendor operating in the downtown business improvement district have written permission from an adjoining property owner to the public right-of-way “accepts mobile food vending on the right of way adjoining their properties as an allowable activity.”</p>	<p>This proposal eliminates this requirement.</p>	<p>Permission from a private property owner should not be necessary for legal mobile food vendors operating in the public’s right-of-way. The proposal maintains the requirement that mobile food vending on private property have documented permission from the property owner.</p>
<p>SMC 10.51.060(A)(2) provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit is located on an existing paved parking area.</p>	<p>This proposal clarifies that a mobile food vendor is not required to make permanent site improvements to a private property when the mobile food vendor is operating on an unpaved parking surface.</p>	<p>This change intends to allow mobile food vending as a way of activating any parking area.</p>
<p>SMC 10.51.090 prohibits the sale of alcohol by mobile food vendors.</p>	<p>This proposal maintains the prohibition on selling alcohol when vending from the public right-of-way. The proposal provides that a mobile food vendor may sell alcohol on private property only when licensed and approved by the Washington State Liquor and Cannabis Board.</p>	<p>This change intends to recognize updated state law changes that allow some mobile food vendors to also obtain a caterer’s permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events.</p>

- This proposal maintains existing parking and insurance requirements and the requirement that a mobile food vendor obtain permission from the Director of Parks and Recreation before vending in or adjacent to a park.

Section 7. Adopts new SMC Section 12.15.080 (Violations)

- This section establishes the penalty for violations of the chapter as a civil infraction.

Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)



- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 12. Repeals SMC Section 17C.390.020 (Applicability)

- Repeals this section as it references mobile food licensing requirements.

Section 13. Amends SMC Section 17C.390.030 (Conditions)

- Removes reference to mobile food vending licensing requirements.
- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 14. Severability

- Standard severability clause

Section 15. Clerical Errors

- Standard clerical errors clause



Agenda Sheet for City Council:
Committee: Urban Experience **Date:** 03/16/2026
Committee Agenda type: Discussion

Date Rec'd	3/5/2026
Clerk's File #	ORD C36862
Cross Ref #	ORD C36680
Project #	

Council Meeting Date: 04/13/2026

Submitting Dept	PLANNING SERVICES	Bid #	
Contact Name/Phone	SPENCER 509-625-6097	Requisition #	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE KTELIS		

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name EXTENSION OF INTERIM OFFICIAL CONTROL FOR OFF-PREMISES ALCOHOL

Agenda Wording

Extension of interim zoning ordinance for off-premises alcohol outlets.

Summary (Background)

Council adopted ORD C36680 in April 2025 as an interim official control. The ordinance prohibited off-premises alcohol outlets near public assets like schools and parks. As an interim zoning ordinance, it was assigned a duration of one year, which expires on April 28, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to regulations for off-premises alcohol outlets as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the this topic will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance six months to October 28, 2026. The periodic update is due in December 2026 so it is anticipated that one more extension will be necessary after this one.

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?

Study of impacts to continue as anticipated by ORD C36680.

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

Study of impacts to continue as anticipated by ORD C36680.

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

This topic will be a consideration in the ongoing Comprehensive Plan update.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36862

An ordinance to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets.

WHEREAS, on April 28, 2025, City Council adopted ordinance C36680, an interim official control regarding off-premises alcohol outlets near public assets; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of April 28, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 2. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate regulation of off-premises alcohol outlets as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36680 shall be extended an additional six months to October 28, 2026.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date